



**WORK/STUDY AGENDA
SPRINGVILLE CITY COUNCIL MEETING
MAY 17, 2016 AT 5:15 P.M.**

City Council Chambers
110 South Main Street
Springville, Utah 84663

**CALL TO ORDER- 5:15 P.M.
COUNCIL BUSINESS**

1. Calendar

- May 21 – Bike with the Mayor 10:00 a.m.
- May 30 – Memorial Day (City Offices Closed)
- June 7 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- June 4-11 – Art City Days
- June 11 – Grand Parade 10:00 a.m.
- June 14 – Work/Study Meeting 5:15 p.m.

2. **DISCUSSION ON THIS EVENING’S REGULAR MEETING AGENDA ITEMS**

- a) Invocation – Councilmember Miller
- b) Pledge of Allegiance – Councilmember Sorensen
- d) Consent Agenda
 - 6. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
 - 7. Approval of the Minutes for the March 15, 2015 Work/Study and Regular City Council meetings.
 - 8. Approval of the fireworks ban for the wildland interface areas – Scott Finlayson, Public Safety Director
 - 9. Approval of a 12-month extension for the installation of improvements for the Miner’s Grove Subdivision, Plat C – Fred Aegerter, Community Development Director
 - 10. Approval of Task Order K with Armstrong Consultants for an Automated Weather Observing Station (AWOS) for the Spanish Fork/Springville Airport – Bruce Riddle, Assistant City Administrator/Finance Director

4. **DISCUSSIONS/PRESENTATIONS**

- a) Community Park Update – Alex Roylance, Building and Grounds Director; Corey Merideth, Recreation Director
- b) Preliminary Discussion of Transportation Master Plan – Brad Stapley, Public Works Director
- c) Aquatics and Activity Center update – Troy Fitzgerald, City Administrator

CERTIFICATE OF POSTING

The undersigned duly appointed City Recorder of Springville City, does hereby certify that the above notice and agenda was posted within the Springville City limits on May 12, 2016 at Springville City Hall, on the City Hall Notice Board, on the Springville City website at www.springville.org/agendasminutes on the Utah Public Notice Website at <http://www.utah.gov/prmn/index.html> and provided to at least one newspaper of general circulation within the geographic jurisdiction of the public body
/s/ Kim Rayburn, City Recorder

In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.

5. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

6. CLOSED SESSION

The Springville City Council may temporarily recess the regular meeting and convene in a closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205

ADJOURNMENT

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**REGULAR AGENDA
SPRINGVILLE CITY COUNCIL MEETING
MAY 17, 2016 AT 7:00 P.M.**
City Council Chambers
110 South Main Street
Springville, Utah 84663

YOUTH CITY COUNCIL SWEARING IN CEREMONY AT 6:45 P.M.

CALL TO ORDER

INVOCATION AND PLEDGE

APPROVAL OF THE MEETING'S AGENDA

MAYOR'S COMMENTS

PUBLIC COMMENT: *Audience members may bring any item not on the agenda to the Mayor and Council's attention. Please complete and submit a "Request to Speak" form. Comments will be limited to two or three minutes, at the discretion of the Mayor. State Law prohibits the Council from acting on items that do not appear on the agenda.*

CEREMONIAL AGENDA

1. Presentation of the Mayor's Awards – Shannon Acor, CTC Coordinator
2. Presentation of service awards for outgoing Power Board Members: Darren Wolz, Tom Hawks and Jason Miller
3. Presentation of service awards for outgoing Arts Commission Board members. MariLee Allred, Sandy Allison and Donna Breckenridge
4. Presentation of the Art City Days Dignitaries
5. Presentation of the Art City Days Rodeo Royalty

CONSENT AGENDA*

6. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
7. Approval of the minutes for the March 15, 2015 Work/Study and Regular City Council meetings.
8. Approval of the fireworks ban for the wildland interface areas – Scott Finlayson, Public Safety Director
9. Approval of a 12-month extension for the installation of improvements for the Miner's Grove Subdivision, Plat C – Fred Aegerter, Community Development Director
10. Approval of Task Order K with Armstrong Consultants for an Automated Weather Observing Station (AWOS) for the Spanish Fork/Springville Airport – Bruce Riddle, Assistant City Administrator/Finance Director

This meeting was noticed in compliance with Utah Code 52-4-202 on May 12, 2016. Agendas and minutes are accessible through the Springville City website at www.springville.org/agendasminutes. Council Meeting agendas are available through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>. Email subscriptions to Utah Public Meeting Notices are available through their website. s/s - Kim Rayburn, City Recorder

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*The Consent Agenda consists of items that are administrative actions where no additional discussion is needed. When approved, the recommendations in the staff reports become the action of the Council. The Agenda provides an opportunity for public comment. If after the public comment the Council removes an item from the consent agenda for discussion, the item will keep its agenda number and will be added to the regular agenda for discussion, unless placed otherwise by the Council.

PUBLIC HEARING

11. Consideration of a proposed amendment to the General Plan Land Use Map and the Official Zone Map from Medium Density Residential to Commercial for the property at 341 South 300 East – Fred Aegerter, Community Development Director

REGULAR AGENDA

12. Consideration of approving the New At-Grade Railroad Crossing Agreement for 950 West and 1350 South between UTA and Springville City – Brad Stapley, Public Works Director
13. Consideration of awarding the bid for the 950 West railroad crossing – Brad Stapley, Public Works Director
14. Consideration of a Resolution approving the an Interlocal Cooperation Agreement between cities within Utah County and Utah County for the Community Development Block Grant Program – John Penrod, Assistant City Administrator/City Attorney CONTINUED FROM MAY 3, 2016

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

CLOSED SESSION

15. *The Springville City Council may temporarily recess the regular meeting and convene in a closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

ADJOURNMENT

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MINUTES
Springville City Council Work/Study Meeting – March 15, 2016

MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD
ON TUESDAY, MARCH 15, 2016 AT 5:15 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN
STREET, SPRINGVILLE, UTAH.

Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were present:
Councilmember Rick Child, Councilmember Christopher Creer, Councilmember Jason Miller,
Councilmember Chris Sorensen, City Administrator Troy Fitzgerald, Assistant City Administrator/City
Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle and City Recorder
Kim Rayburn.

Also present were: Public Safety Director Scott Finlayson, Power Superintendent Brandon
Graham, Buildings and Grounds Director Alex Roylance, Operations Manager Rod Oldroyd, Golf Pro
Craig Norman, Recreation Director Corey Merideth, Library Director Pam Vaughn and Museum of Art
Director Dr. Rita Wright. Excused from the meeting; Councilmember Craig Conover.

CALL TO ORDER

Mayor Clyde welcomed everyone and called the Work/Study meeting to order at 5:16 p.m.

COUNCIL BUSINESS

1) Calendar

- March 27 – Easter Sunday
- April 05 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- April 6-8 – Annual ULCT Mid-Year Conference, St. George
- April 12 – Work/Study Meeting 5:15 p.m.
- April 19 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.

Mayor Clyde asked if there were any questions or additions to the calendar. It was noted the
Miss Springville/Mapleton pageant will be held on April 2, 2016

2) Discussion on this evening's Regular Meeting agenda items

- a) Invocation – Councilmember Conover
- b) Pledge of Allegiance – Councilmember Child
- c) Consent Agenda
 2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
 3. Approval of the minutes for January 19, 2016; February 02, 2016; February 16, 2016 and March 01, 2016 Regular City Council meetings and the January 19, 2016 and February 02, 2016 Work/Study Meetings.
 4. Approval of the Sundial Office Park Condominiums Final located in the area of 775 West 1200 North in the BP-Business Park Zone – Fred Aegerter, Community Development

- 40 5. Approval of the following appointments; Karen Ellingson and Mike Farrer to the
42 Planning Commission. Kristin Valdez to the Parks and Recreation Board. Travis Ball to
the Power Board and Brett and Renae Nelson as the Youth City Council Advisors.
44 6. Approval of the re-appointments to the Planning Commission; Carl Clyde and Michael
Clay

46 Mayor Clyde asked if there was any discussion on tonight's consent agenda. Councilmember
Sorensen expressed he has been approached by individuals regarding the City's Green Waste Yard. He
48 wanted to verify Springville citizens will be allowed to use the Green Waste Yard with no fee and a
possible fee will be required by non-citizens. Also, the existing rule of no commercial dumping will be
50 enforced.

52 3) **DISCUSSIONS/PRESENTATIONS**

54 a) **Fire Department Update – Scott Finlayson, Public Safety Director**

54 Chief Finlayson unveiled a new poster that will be posted at Springville High School with the
slogan "see something, say something"; also a social media website has been setup with School
56 Resource Officer Morris. Chief Finlayson expressed the Springville High School is very pleased with
Officer Morris and his work at the high school.

58 Chief Finlayson reviewed the policy of ambulance and fire crews running code 3(lights/sirens)
within the City. Currently there are four full time Firefighters with 20 part-time and over 30 volunteers.
60 He reviewed staffing and protocol for a regular work week and explained the Fire Department is on shift
from 7AM to 7PM Tuesday through Saturday with night time on call shifts of five man crews needed to
62 respond on calls. Currently the Fire Department is facing challenges in recruitment and retention. The
increased training demand and call volume as well as a good deal of career movement has had an impact
64 and the City is losing well trained firefighters to other agencies. Chief Finlayson acknowledged
Springville Fire has a very good reputation in the State and they have seen personnel come back to work
66 part time after acquiring fulltime positions with another agency. He explained current volunteers are
coming out of the fire academy, attracted to Springville because of the good reputation.

68 Chief Finlayson reported on the fire call volume compared from 2009 to 2015. He noted since
starting the daytime five man crews in 2012 and having fire personnel at the station, lives and property
70 have been saved as well as reducing call times. They are currently looking at changing the requirement
from three volunteer firefighters at night to five crew members and have three fire crew members at the
72 station during night time hours. He went on to review the dispatch emergency call response.

74 Chief Finlayson conveyed how grateful he was for Fire Chief Clinton and his vast wealth of
experience. As a result fire fighters in Springville are trained at a higher level and are more disciplined.
He noted they will need to move towards a full time Fire Department in the years to come.

76 Councilmember Miller asked if response times were measured. Chief Finlayson replied they
work at a response time of six minutes during the day and 14 minutes at night and have met those goals
78 on a regular basis. Chief Finlayson expressed all Volunteers are required to follow all traffic laws when
responding to the fire station.

80

82

84 **b) Fence Height Policy – Fred Aegerter, Community Development Director**

85 Director Aegerter reviewed ordinances in other communities regarding deer fencing in a
86 suburban setting, the types of fences used to deter deer and the different materials allowed in other
communities.

87 City Administrator Fitzgerald asked the Council if they wanted more information. By consensus
88 the Council requested the Planning Commission review the item related to deer and fencing
90 requirements.

91 Councilmember Child stated when citizens come in for a fence permit it would be helpful for
92 staff to educate them on deer deterrent fencing such as a solid fence versus a chain link fence.

94 **c) Monthly Director Reports – Troy Fitzgerald, City Administrator**

95 Administrator Fitzgerald asked for input from the Mayor and Council regarding the monthly
96 department reports they receive from Directors. He noted goals, strategies and targets have been
included by some, not all and asked what they would like to see in the reports.

97 Councilmember Sorensen expressed he would like them to be basic and not as complex.

98 Councilmember Miller asked if there was a dashboard setup and to include tracking metrics for
100 each department with the information they are already tracking.

101 Mayor Clyde expressed some reports need to be revised to include what is vital to the City, as
102 well as what the City Administrator needs to manage each department. He said they should have
meaningful information and consist of one page.

103 Councilmember Sorensen stated he would like to use the meeting to discuss details from each
104 department.

105 Administrator Fitzgerald reported staff will work to refine the reports.

108 **d) Early Retirement Incentive Option Concept – Troy Fitzgerald, City Administrator**

109 Administrator Fitzgerald expressed he has been looking for ways to improve morale and deal
110 with the ever increasing benefit costs. Recently a benefits task force has been created with employees to
make suggestions on what can be done with city benefits and contain costs. The number one suggestion
112 was to have an early retirement program. He noted the task force has developed a program and he
provided details of the plan.

113 Councilmember Sorensen asked if there was any discussion on payout as far as benefits to
114 employees with different pay grades. Administrator Fitzgerald replied most recommendations were to
115 treat employees equally. Councilmember Sorensen asked if there was intent to rehire at a lower pay
116 grade to save money. Administrator Fitzgerald replied the intent would be to provide some growth
117 opportunities to employees.

118 Discussion ensued regarding accounting requirements and a possible cap on the number of
119 accepted requests.

120 Mayor Clyde asked if this would be an ongoing program. Administrator Fitzgerald replied it
121 would be a one-time option; however, the Council can always bring it back.

122 The Council agreed they would like to move forward and have staff bring back detailed
123 information.

126

128 4) **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

130 Mayor Clyde asked for any other comments. Councilmember Miller expressed he would like to
132 have a two or three minute overview on committees and boards explaining the intent of involvement
needed from the Council and members. He asked about the process for volunteering and acknowledging
receipt of new applications. He would like copies of the applications sent to the applicable
councilmember for that board.

134 Mayor Clyde stated he would like to see a representative from each board give a report to the
Council.

136

5) **CLOSED SESSION**

138 *The Springville City Council may temporarily recess the regular meeting and convene in a*
closed session to discuss pending or reasonably imminent litigation, and the purchase,
140 *exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

There was no Closed Session.

142

ADJOURNMENT

144 COUNCILMEMBER CHILD MOVED TO ADJOURN THE WORK/STUDY MEETING OF
THE SPRINGVILLE CITY COUNCIL AT 6:56 P.M. COUNCILMEMBER SORENSEN SECONDED
146 THE MOTION, ALL VOTED AYE.

148

This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday,
150 *March 15, 2016.*

152 *I, Kim Rayburn, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville*
City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and
154 *complete record of this meeting held on Tuesday, March 15, 2016.*

156

Kim Rayburn
CMC City Recorder

158



MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
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Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle and City Recorder
Kim Rayburn.

Also present were: Public Safety Director Scott Finlayson, Buildings and Grounds Director Alex
Royslance, Recreation Director Corey Merideth, Power Distribution Superintendent Brandon Graham,
Library Director Pam Vaughn, Operations Manager Rod Oldroyd, Community Development Director
Fred Aegerter and Museum of Art Director Dr. Rita Wright. Shawn Barker, Water Superintendent, Juan
Garrido, Wastewater Superintendent. Excused from the meeting, Councilmember Craig Conover.

CALL TO ORDER

Mayor Clyde welcomed everyone and called the meeting to order at 7:02 p.m.

INVOCATION AND PLEDGE

Councilmember Sorensen offered the invocation, and Councilmember Child led the Pledge of
Allegiance.

APPROVAL OF THE MEETING'S AGENDA

COUNCILMEMBER SORENSEN MOVED TO APPROVE THE MEETING'S AGENDA AS
WRITTEN. COUNCILMEMBER CREER SECONDED THE MOTION, AND ALL VOTED AYE.

MAYOR'S COMMENTS

Mayor Clyde welcomed the Council, staff and audience. He asked if there were any scouts or
students in the audience. There were none.

PUBLIC COMMENT

Mayor Clyde introduced the Public Comment section of the agenda. He asked if there were any
requests. Ms. Ashley Mitchell requested to speak.

Mayor Clyde turned the time over to Ms. Ashley Mitchell, 1091 West 200 South; Ms. Mitchell
introduced herself as a member of the Parent Advocacy Council for the state of Utah representing
Springville. She explained they will have a café group in Springville and meet with parents in the
community, to help empower them to be better in the home and community. She asked if the City could
help by providing some resources such as a meeting space. She noted the non-profit group is sponsored
by UVU and DCFS. Councilmember Sorensen mentioned there is a building use policy. Attorney

42 Penrod replied the city has a fee schedule based on the type of use and they try to work with government entities.

44 **CEREMONIAL**

1. Presentation of the Mayor's Awards – Shannon Acor, CTC Coordinator

46 Mayor Clyde turned the time over to Ms. Shannon Acor to conduct the Mayor's Award presentation. Ms. Acor announced that the young people here tonight were nominated by their teachers
48 for exemplifying high standards. Mayor Clyde assisted Ms. Acor with the awards.

Ms. Acor asked Ms. Demmi Nava to come forward and she read Demmi was nominated by Ivan
50 Cardenas, teacher and Latinos in Action Advisor. Mr. Cardenas wrote in part, Ms. Demmi Nava is a true
52 starter. I am continuously impressed at the level of commitment Demmi has for her school and the
54 community. The Navas have been Springville residents for many years, and Demmi is a proud
Springville Red Devil. Demmi is currently serving in student government as the Student Relations
officer. She is also serving as the current president for Latinos in Action.

Ms. Acor asked Mr. Ethan Robertson to come forward and she read Ethan was nominated by
56 Suzy Williams, his 4th grade teacher at Sage Creek Elementary. Ms. Williams wrote Ethan is a fabulous
student, friend, and community member. He is an example to his peers as well as me as his teacher. He
58 works very hard every day, striving to improve his skills and understanding of various subjects including
Chinese.

Ms. Acor asked Ms. Carmen Payne to come forward and she read Carmen was nominated by
60 Bobbi Kassel. Ms. Kassel wrote Carmen loves to serve! She has a kind heart, she is compassionate and
62 she genuinely cares about others. She performs service projects often! Currently, she is part of five
different service organizations: National Honor Society, Springville Youth City Council, Key Club,
64 Springville High Service Club and Let's End Poverty.

66 **CONSENT AGENDA**

2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
- 68 3. Approval of the minutes for January 19, 2016; February 02, 2016; February 16, 2016 and March
01, 2016 Regular City Council meetings and the January 19, 2016 and February 02, 2016
70 Work/Study Meetings.
4. Approval of the Sundial Office Park Condominiums Final located in the area of 775 West 1200
72 North in the BP-Business Park Zone – Fred Aegerter, Community Development
5. Approval of the following appointments; Karen Ellingson and Mike Farrer to the Planning
74 Commission. Kristin Valdez to the Parks and Recreation Board. Travis Ball to the Power Board
and Brett and Renae Nelson as the Youth City Council Advisors.
- 76 6. Approval of the re-appointments to the Planning Commission; Carl Clyde and Michael Clay

78 COUNCILMEMBER CHILD MOVED TO APPROVE THE CONSENT AGENDA AS
WRITTEN. COUNCILMEMBER CREER SECONDED THE MOTION. ALL PRESENT VOTED IN
80 FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

82

84

REGULAR AGENDA

86 7. **Consideration of entering into a contract with the United States of America for Grant of**
88 **Conservation Easement in Community Park – John Penrod, Assistant City**
88 **Administrator/City Attorney**

90 Attorney Penrod reported on the contract for a Grant of Conservation Easement and stated the
90 agreement will change the use of Community Park drastically by the widening of the river bank, being
92 able to use it for recreation and conservation of the June Sucker fish. He went on to show a slide overlay
92 of the property affected. Attorney Penrod reviewed the perpetual easements and other easements owned
94 by the City. Attorney Penrod introduced Chris Ellison who was in attendance from Central Utah Water
94 Conservancy District (CUWCD).

96 Attorney Penrod reviewed the agreement with the Council. Councilmember Miller asked what
96 the time frame would be for construction. Attorney Penrod replied they plan to start in June and have it
98 completed this year. Mr. Ellison commented it would be approximately three months. Attorney Penrod
98 explained the wetland mitigation credits will be received once they are approved by the Army Corp. of
100 Engineers. He expressed they are looking good, but it is not guaranteed. He reported the south side of
100 the 1200 West area will be acquired to allow for a road to go through.

102 Director Roylance explained CUWCD will prepare a trail on north berm and the City will be
102 able to pave the trail on the berm.

104 Mayor Clyde had questions regarding the landscaping so that citizens are able to fish in the area.
104 Mr. Ellison reported the landscape will provide a natural area so individuals can use the area to fish.
106 Director Roylance also noted they will be able to install removable picnic tables in area.

106 Councilmember Miller asked if staff sees any negatives. Attorney Penrod remarked once the
108 agreement is signed and recorded it is done. He stated there is some risk that the Army Corp. of
108 Engineers approval will not be received before the agreement is approved.

110 COUNCILMEMBER CHILD MOVED TO APPROVE ENTERING INTO A CONTRACT
112 FOR GRANT OF CONSERVATION EASEMENT AND CONVEYANCE OF FEE TITLE FOR THE
112 EAST HOBBLE CREEK RESTORATION PROJECT WITH THE UNITED STATES OF AMERICA
114 AND ALL DOCUMENTS ASSOCIATED WITH THE CONTRACT, CONTINGENT UPON CITY
114 ENGINEER AND CITY ATTORNEY APPROVAL.

116 COUNCILMEMBER MILLER SECONDED THE MOTION. ALL PRESENT VOTED IN
116 FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

118 8. **Consideration of a bid award to the low bidder for the 2015-16 purchase of Pressurized**
120 **Irrigation Meters – Shawn Barker, Water Superintendent**

120 Superintendent Barker reported the pressurized irrigation meters will be useful for the Water
122 Department to have accurate accountability of water used and to have an accurate billing for customers.
122 Superintendent Barker then reviewed the bid tabulations received and explained funding is available in
124 this year's budget.

126 COUNCILMEMBER CREER MOVED TO APPROVE HYDRO SPECIALTIES AS THE
126 LOW BIDDER FOR THE PRESSURE IRRIGATION METER PURCHASE 2015-16 IN THE
128 AMOUNT OF \$196,125.00 AND AUTHORIZE THE DIRECTOR OF FINANCE TO APPROVE
128 MOVING FORWARD WITH METER PURCHASE.

130 COUNCILMEMBER CHILD SECONDED THE MOTION. ALL PRESENT VOTED IN
FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY

132 **9. Consideration of a Resolution for a green waste dumping fee for Non-Residents and**
134 **Commercial Businesses that use the Springville Green Waste Facility – Juan Garrido,**
Storm Water/Waste Water Superintendent

136 Superintendent Garrido reviewed the recommended fees to use the green waste facility for non-
residents and requirements for commercial loads

138 Councilmember Child commented there is only so much waste the yard waste facility can handle
and a fee would help compensate the cost for processing and possibly disposing of extra waste.

140 Superintendent Garrido described the Solid Waste District fees and process for renting the
grinding equipment used to process the waste.

142 COUNCILMEMBER SORENSEN MOVED TO APPROVE **RESOLUTION #2016-02,**
144 **WHICH AMENDS THE COMPREHENSIVE FEE SCHEDULE FOR THE CITY OF SPRINGVILLE**
TO ESTABLISH AND INCLUDE FEES FOR NON-RESIDENTS AND COMMERCIAL
BUSINESSES THAT USE THE SPRINGVILLE GREEN WASTE/COMPOSTING FACILITY.

146 COUNCILMEMBER MILLER SECONDED THE MOTION. THE VOTE IS RECORDED AS
FOLLOWS:

148	COUNCILMEMBER CHILD	AYE
	COUNCILMEMBER CONOVER	ABSENT
150	COUNCILMEMBER CREER	AYE
	COUNCILMEMBER MILLER	AYE
152	COUNCILMEMBER SORENSEN	AYE

154 THE MOTION PASSED UNANIMOUSLY. **RESOLUTION #2016-02 ADOPTED**

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

156 Mayor Clyde asked for any further questions or reports.

158 Councilmember Child asked if a meeting had been scheduled with the Utah Department of
Transportation (UDOT) and the Railroad for March 22, 2016. Administrator Fitzgerald confirmed there
was and that it would be held in the City Office building and invited the City Council attend at noon in
160 the multi-purpose room.

162 Attorney Penrod reported a Workers Comp audit had been completed recently. A review of the
Library and Museum of Art programs were discussed and the individuals paid for service. Discussion of
the requirement for business licensing, workers comp. and liability insurance coverage and risk
164 management were reviewed.

166 Attorney Penrod asked the Council for their input on the 700 North Road construction and the
sidewalk options on the south side. He introduced two options. The first option at an approximate cost of
\$22,000 was a standard design that may require an additional property purchase. The second option
168 would cost approximately \$15,000 and involved covering one manhole and a second manhole would
have an angled sidewalk. Councilmember Sorensen and Child agreed option two would be acceptable.

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172

CLOSED SESSION

174 10. *The Springville City Council may temporarily recess the regular meeting and convene in a*
176 *closed session to discuss pending or reasonably imminent litigation, and the purchase,*
exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205

178 COUNCILMEMBER SORENSEN MOVED TO ADJOURN THE CITY COUNCIL
180 WORK/STUDY MEETING AT 8:21 P.M. AND CONVEIN IN CLOSED SESSION TO DISCUSS
182 THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF
AN INDIVIDUAL. COUNCILMEMBER CHILD SECONDED THE MOTION AND THE VOTE IS
RECORDED AS FOLLOWS:

184	COUNCILMEMBER CHILD	AYE
	COUNCILMEMBER CONOVER	ABSENT
	COUNCILMEMBER CREER	AYE
186	COUNCILMEMBER MILLER	AYE
	COUNCILMEMBER SORENSEN	AYE

ADJOURNMENT

190 COUNCILMEMBER CHILD MOVED TO ADJOURN THE CITY COUNCIL MEETING AT
192 8:47 P.M. COUNCILMEMBER CREER SECONDED THE MOTION, AND ALL VOTED AYE.

196 *This document constitutes the official minutes for the Springville City Council Regular meeting held on Tuesday,*
March 15, 2016.

198 *I, Kim Rayburn, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville*
200 *City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and*
complete record of this meeting held on Tuesday, March 15 2016.

202
204

Kim Rayburn
City Recorder



STAFF REPORT

DATE: May 6, 2016

TO: Honorable Mayor and City Council

FROM: Chief Scott Finlayson & Fire Chief Henry Clinton

SUBJECT: FIREWORKS BAN IN SOME AREAS OF SPRINGVILLE

RECOMMENDATION

Approve the fireworks ban for the wildland interface areas as outlined in the attached map.

DISCUSSION

The 2013 Utah State Legislature changed state law and now requires the City Council to prohibit fireworks in certain areas of our community. Utah Code 15A-5-202.5 (1)(c)(i) states, “the legislative body of a municipality within which the hazardous environmental conditions exist may prohibit only the ignition or use of the ignition source in mountainous, brush-covered, or forest-covered areas or the wildland urban interface area, which means the line, area, or zone where structures or other human development meet or intermingle with undeveloped wildland or land being used for an agricultural purpose;”

History has proven that the fire threat to our community through the “wildland interface” is real, as demonstrated by wildland fires in our recent past. Due to the extreme fire danger this year some areas of Springville City are closed to all fireworks. This is the same boundary as in years past, with no change in restricted areas. All fireworks are banned on the northeast foothill boundaries of Springville, effective upon Council approval and publication. The fireworks ban is designed to prevent any fireworks being used within 1000 ft. of the US Forest/Springville City boundary near the foothills.

The boundary is defined as follows: Starting at Main Street and 1400 North, east up through Millpond Dr.; east on 400 North and winding its way over to 1300 East and up Canyon road to 2450 East, including all areas east of 2400 East to the City limits.

Legal fireworks may be used in other areas of town from 11am to 11 pm, between July 1st and July 7th and July 21st and July 27th; except that on July 4 and July 24, the hours are 11 a.m. to midnight. We encourage all in restricted areas to take their families to any of the city parks outside the banned area to set off fireworks.

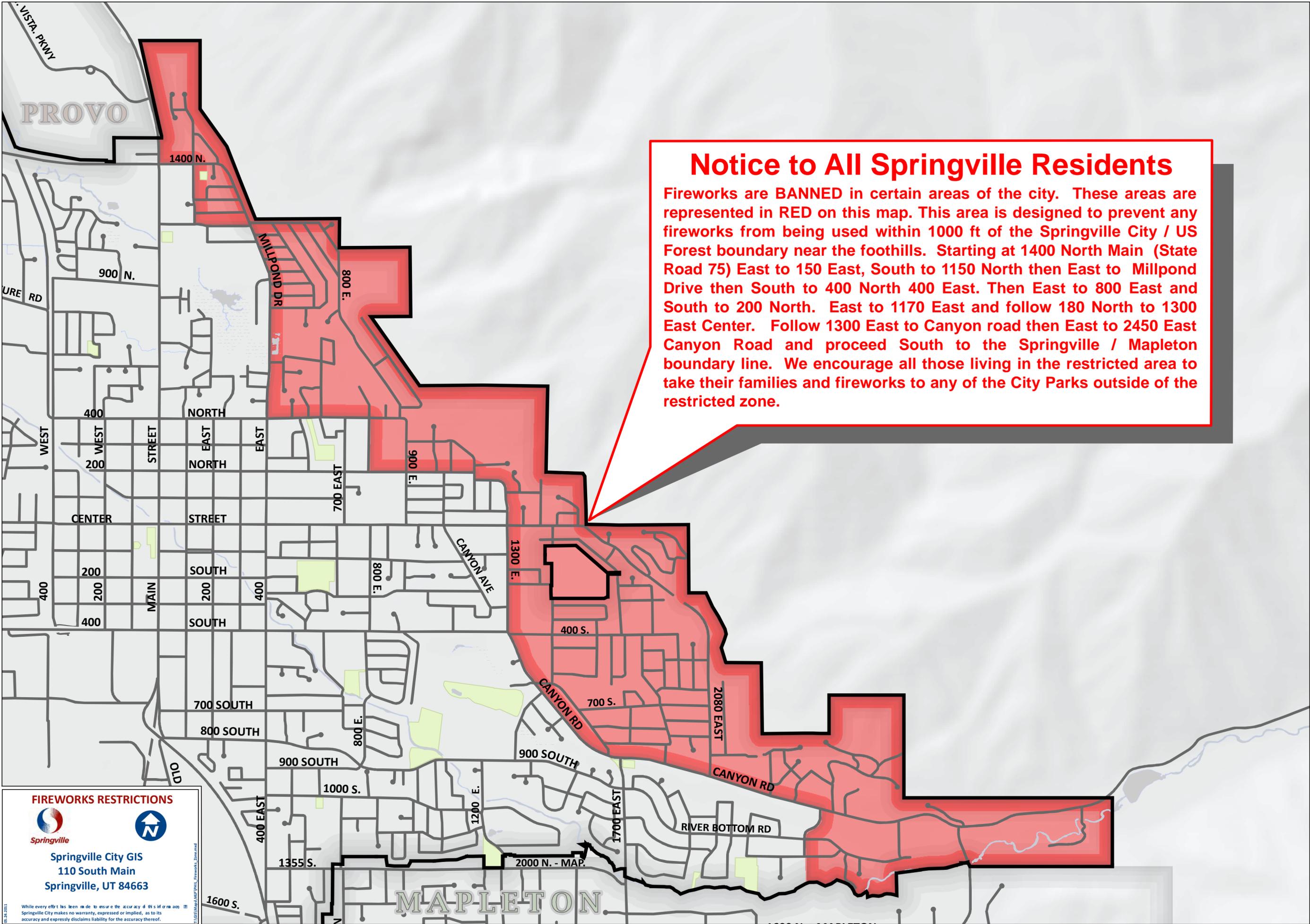
ALTERNATIVES

The City Council may choose to not ban fireworks in any areas of Springville.

FISCAL IMPACT

There are no fiscal impacts.

Name: Chief Scott Finlayson, Director of Public Safety
Chief Henry L Clinton, Fire Chief



Notice to All Springville Residents

Fireworks are **BANNED** in certain areas of the city. These areas are represented in **RED** on this map. This area is designed to prevent any fireworks from being used within 1000 ft of the Springville City / US Forest boundary near the foothills. Starting at 1400 North Main (State Road 75) East to 150 East, South to 1150 North then East to Millpond Drive then South to 400 North 400 East. Then East to 800 East and South to 200 North. East to 1170 East and follow 180 North to 1300 East Center. Follow 1300 East to Canyon road then East to 2450 East Canyon Road and proceed South to the Springville / Mapleton boundary line. We encourage all those living in the restricted area to take their families and fireworks to any of the City Parks outside of the restricted zone.

FIREWORKS RESTRICTIONS



Springville



Springville City GIS
110 South Main
Springville, UT 84663

While every effort has been made to ensure the accuracy of this information, Springville City makes no warranty, expressed or implied, as to its accuracy and expressly disclaims liability for the accuracy thereof.

08-20-2011

MAPLETON



STAFF REPORT

DATE: May 10, 2016

TO: Honorable Mayor and City Council

FROM: J. Fred Aegerter, Community Development Director

**SUBJECT: APPROVAL OF A 12-MONTH EXTENSION FOR THE
INSTALLATION OF IMPROVEMENTS FOR THE MINER'S GROVE
SUBDIVISION, PLAT C**

RECOMMENDED MOTION

Move to grant a 12-month extension for the installation of improvements for the Miner's Grove Subdivision, Plat C.

SUMMARY OF ISSUES/FOCUS OF ACTION

Does the proposed request meet the requirements set forth in Section 14-5-101 of the Springville Subdivision Regulations Code?

BACKGROUND

The City Council granted final plan approval for Miner's Grove Subdivision, Plats B and C on July 21, 2015. Section 14-5-101 of the Subdivision Code allows one year after final approval is given to install the subdivision improvements. The improvements for Plat B are near complete and Plat C improvements will follow but will most likely exceed the July 21, 2016 deadline.

Where the developer is choosing to install the improvements prior to recording the plat, the final approval of the plat will also be extended pending the installation of the improvements.

Laura Thompson
City Planner

Attachments

cc: Bryon Prince/Ivory Homes

CITY COUNCIL AGENDA
May 17, 2016

miner's grove c-improvement extension

SURVEYOR'S CERTIFICATE

I, ROBIN J. MULLEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LICENSED LAND SURVEYOR, LICENSED BY THE STATE OF UTAH, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH THE CURRENT LAWS OF THE STATE OF UTAH PERTAINING TO PLATS AND SURVEYS.

ROBIN J. MULLEN, P.L.S.

DATE

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, SPRINGVILLE, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT A POINT LOCATED WEST A DISTANCE OF 1985.41 FEET AND SOUTH A DISTANCE OF 444.76 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 5, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.
 THENCE S0°20'00"W A DISTANCE OF 155.19 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD; THENCE S44°30'55"W A DISTANCE OF 691.27 FEET ALONG SAID RAILROAD RIGHT OF WAY TO THE NORTHEAST CORNER OF THE JESSIE'S BROOK SUBDIVISION PLAT "A" AS RECORDED IN THE OFFICIAL RECORD OF THE UTAH COUNTY RECORDER'S OFFICE; THENCE N87°40'30"W A DISTANCE OF 297.95 FEET ALONG THE NORTH BOUNDARY LINE OF SAID SUBDIVISION; THENCE N19°44'00"E A DISTANCE OF 690.34 FEET; THENCE S88°33'54"E A DISTANCE OF 550.34 FEET TO THE POINT OF BEGINNING.

SAID BOUNDARY CONTAINING 7.28 AC.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I THE UNDERSIGNED OWNER OF THE PROPERTY DESCRIBED IN THE BOUNDARY DESCRIPTION HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS, AND DO HEREBY OFFER AND CONVEY TO ALL PUBLIC UTILITY AGENCIES AND THEIR SUCCESSORS AND ASSIGNS A PERMANENT EASEMENT SHOWN AS PUBLIC UTILITY EASEMENTS ON AND WITHIN THIS PLAT FOR CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER, STORM DRAINAGE, LAND DRAIN, AND WATER LINES APPURTENANCES TOGETHER WITH THE RIGHT-OF-WAY ACCESS THERETO.
 IN WITNESS WHEREOF: WE HAVE HERE UNTO SET OUR HANDS.

BY: STEVE SMOOT, SB SMOOT CONSTRUCTION

DATE

ACKNOWLEDGMENT

STATE OF _____ } S.S.
 COUNTY OF _____ }

ON THIS _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME STEVE SMOOT, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME(S) IS SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME.

NOTARY PUBLIC, MY COMMISSION EXPIRES: _____

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF SPRINGVILLE, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 20____.

(MAYOR) _____

 APPROVED _____ ATTEST _____
 CITY ENGINEER (SEE SEAL) CITY RECORDER (SEE SEAL)

CITY ATTORNEY APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20____, BY THE SPRINGVILLE CITY ATTORNEY.

 CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20____, BY THE SPRINGVILLE CITY PLANNING COMMISSION.

 PLANNING DIRECTOR

**MINERS GROVE SUBDIVISION
 PLAT C**

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 5,
 T8S. R3E. S.L.B.&M., UTAH COUNTY, UTAH

SCALE: 1" = 40 FEET SHEET 1 OF 1
 SURVEYOR'S SEAL NOTARY PUBLIC SEAL CITY-COUNTY ENGINEER SEAL CLERK-RECORDER SEAL

**MINER'S GROVE SUBDIVISION
 -PLAT C-
 SPRINGVILLE, UTAH**

Northern ENGINEERING INC
 ENGINEERING-LAND PLANNING
 CONSTRUCTION MANAGEMENT
 1040 E. 800 N.
 OREM, UTAH 84097
 (801) 802-8992

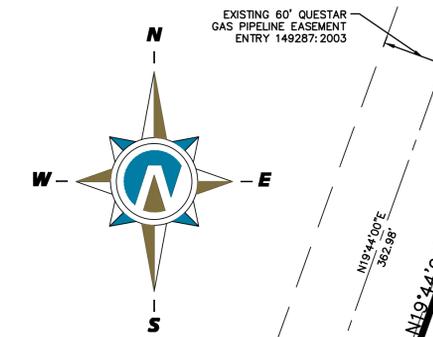
QUESTAR ACCEPTANCE
 QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF APPROXIMATING THE LOCATION, BOUNDARIES, COURSE AND DIMENSIONS OF ITS RIGHT-OF-WAY AND EASEMENTS AND ITS EXISTING FACILITIES. THIS APPROVAL SHALL NOT BE CONSTRUED WARRANT OR VERIFY THE PRECISE LOCATION OF SUCH ITEMS. THE RIGHT-OF-WAY AND EASEMENTS ARE SUBJECT TO NUMEROUS RESTRICTIONS APPEARING ON THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANTS OR BY PRESCRIPTION. QUESTAR MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABRIGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION, INCLUDING INFORMATION RELATED TO ALLOWED ACTIVITIES WITHIN RIGHTS-OF-WAY, PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS _____ DAY OF _____, 20____
 QUESTAR GAS COMPANY
 BY: _____
 TITLE: _____

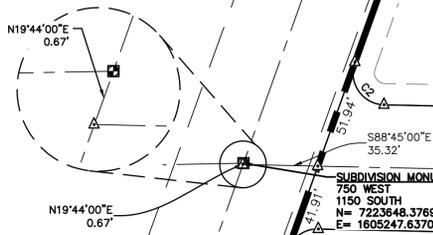
TABULATIONS:

- TOTAL PLAT ACREAGE 7.28 ACRES.
- TOTAL LOT ACREAGE 5.86 ACRES.
- TOTAL ACREAGE IN STREETS 1.42 ACRES.
- TOTAL ACREAGE IN OPEN SPACE 0.0 ACRES.
- AVERAGE LOT SIZE 12,149.76 S.F.
- NUMBER OF LOTS 21
- MILES OF ROADS .19 MILES

GENERAL NOTES:
 1. THE PROJECT AREA HAS A SHALLOW GROUNDWATER TABLE. THEREFORE, NO BASEMENTS WILL BE ALLOWED.



(24"x36")
 SCALE 1" = 40'
 (11"x17")
 SCALE 1" = 80'

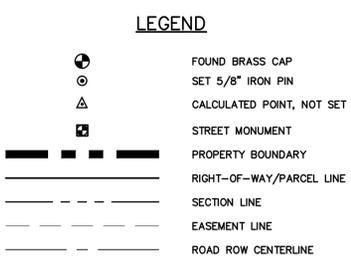


43:151:0107
 NELSON
 F.
 VILLEGAS

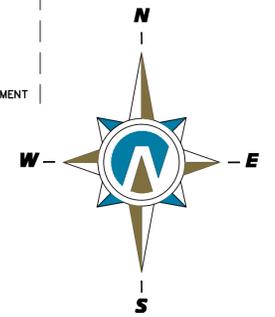
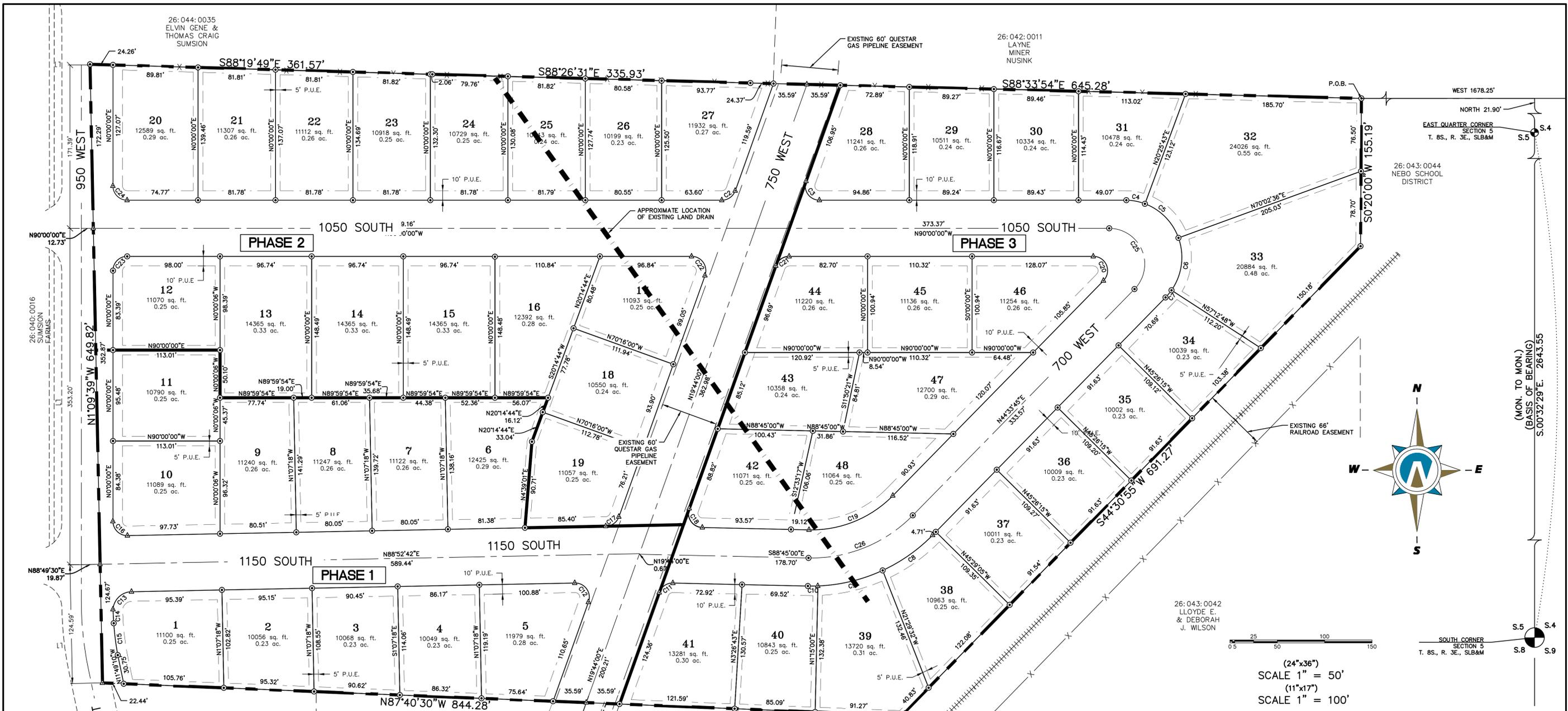


CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	18.72'	15.00'	17.53'	N55°29'30"E	71°31'00"
C2	28.40'	15.00'	24.34'	N34°30'26"W	108°28'52"
C3	18.40'	15.00'	17.26'	N54°52'00"E	70°16'00"
C4	28.73'	15.00'	24.53'	N35°08'00"W	109°44'00"
C5	21.39'	60.00'	21.28'	N79°47'09"W	20°25'43"
C6	51.96'	60.00'	50.35'	N44°45'50"W	49°36'53"
C7	57.74'	60.00'	55.53'	N7°36'36"E	55°07'58"
C8	9.83'	60.00'	9.82'	N39°52'10"E	9°23'10"
C9	88.07'	37.50'	69.18'	N22°43'08"W	134°33'45"
C10	35.23'	15.00'	27.67'	S22°43'08"E	134°33'45"
C11	64.93'	179.50'	64.58'	S54°55'32"W	20°43'33"
C12	70.77'	179.50'	70.32'	S76°35'02"W	22°35'27"
C13	10.56'	179.50'	10.56'	S89°33'53"W	3°22'15"
C14	122.23'	150.00'	118.87'	N67°54'23"E	46°41'15"
C15	98.19'	120.50'	95.50'	N67°54'23"E	46°41'15"



VICINITY MAP
 -NTS-



(24"x36")
 SCALE 1" = 50'
 (11"x17")
 SCALE 1" = 100'

LEGEND

- FOUND BRASS CAP
- SET 5/8" IRON PIN
- CALCULATED POINT, NOT SET
- EXISTING POWER POLE
- EXISTING STREET LIGHT
- STREET MONUMENT
- PROPERTY BOUNDARY
- RIGHT-OF-WAY LINE
- SECTION LINE
- EASEMENT
- RAILROAD TRACKS
- EXISTING LAND DRAIN

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C2	18.40'	15.00'	17.26'	S54°52'00"W	70°16'00"
C3	28.73'	15.00'	24.53'	N35°08'00"W	109°44'00"
C4	21.39'	60.00'	21.28'	N79°47'09"W	20°25'43"
C5	51.96'	60.00'	50.35'	N44°45'50"W	49°38'53"
C6	57.74'	60.00'	55.53'	N7°36'36"E	55°07'58"
C7	9.83'	60.00'	9.82'	N39°52'10"E	9°23'10"
C8	64.93'	179.50'	64.58'	S54°55'32"W	20°43'33"
C9	70.77'	179.50'	70.32'	S76°35'02"W	22°35'27"
C10	10.56'	179.50'	10.56'	S89°33'53"W	3°22'15"
C11	18.72'	15.00'	17.53'	N55°29'30"E	71°31'00"
C12	29.02'	15.00'	24.70'	S35°41'39"E	110°51'18"
C13	29.51'	20.00'	26.90'	N46°36'32"E	84°32'19"
C14	14.64'	354.48'	14.64'	N2°44'44"W	2°21'58"

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C15	33.73'	289.48'	33.71'	N7°16'00"W	6°40'34"
C16	23.87'	15.01'	21.43'	N45°35'07"W	91°07'22"
C17	18.10'	15.00'	17.02'	S54°18'21"W	69°08'42"
C18	28.40'	15.00'	24.34'	N34°30'26"W	108°28'52"
C19	98.19'	120.50'	95.50'	N67°54'23"E	46°41'15"
C20	35.23'	15.00'	27.67'	S22°43'08"E	134°33'45"
C21	18.40'	15.00'	17.26'	S54°52'00"E	70°16'00"
C22	28.73'	15.00'	24.53'	S35°08'00"E	109°44'00"
C23	23.57'	15.00'	21.22'	N45°00'49"E	90°00'06"
C24	23.57'	15.00'	21.22'	N45°00'22"W	89°59'54"
C25	88.07'	37.50'	69.18'	N22°43'08"W	134°33'45"
C26	122.23'	150.00'	118.87'	N67°54'23"E	46°41'15"

5		DESIGNED BY:		DATE:	
4		DRAWN BY:	SBT	DATE:	5-28-2014
3		CHECKED BY:		DATE:	
2		APPROVED:		DATE:	
1		COGO FILE:		DATE:	
NO.		REVISIONS	BY	DATE	REV. COGO FILE:

Northern ENGINEERING INC
 ENGINEERING-LAND PLANNING
 CONSTRUCTION MANAGEMENT

1040 E. 800 N.
 OREM, UTAH 84097
 (801) 802-8992

MINER'S GROVE SUBDIVISION

OVERALL SITE AND PHASING PLAN	JOB NO. 3-14-020
SPRINGVILLE, UTAH	SHEET NO. SP-1

K:\3-14-020 Steve Smart 50 lot Springville\CAD\Final\03-OVERALL SITE & PHASING PLAN.dwg 5/27/2015 6:51 PM



SPANISH FORK-SPRINGVILLE AIRPORT

Cris Child/Manager
2050 N 300 W
Spanish Fork, Utah 84660
(801) 420-8888

May 10, 2016

Staff Report

To: Honorable Mayors and City Councils

From: Cris Child Airport Manager on behalf of the Spanish Fork/Springville Airport Board

Subject: Automated Weather Observing Station (AWOS)

Recommended Motion: Approve Task Order K with Armstrong Consultants.

Background/Discussion: As part of the Airports Capital Improvement Plan we have applied for Federal and State grants for the installation of an Automated Weather Observing Station (AWOS). A copy of the application is attached. This Automated Weather Observing Station is an essential component in obtaining an Instrument Landing Procedure for the Airport which is a critical next step in maximizing the utility of the Airport to Business, Government and Emergency Flight Operations here at Woodhouse Field.

Alternatives: Postpone the acquisition of an Instrument Landing Procedure.

Fiscal Impact:

The projected total cost of the project is \$275,847.00 of which \$250,000.00 will be paid for through a Federal Grant, \$12,923.00 will be paid for through a State Grant and the remaining \$12,924.00 will be paid from the Airport Capital Improvement account.



Letter of Recommendation to City Council

Springville City Board Name: Airport Board

Applicant:	Request:	Date of Meeting: <u>05-05-2016</u>
	Approve Awo's Task Order "Kand" Grant Application.	

Motion by: <u>Clair Anderson</u>	Second by: <u>Brian Park</u>		
RECOMMENDATION	<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> DISAPPROVE	<input type="checkbox"/> OTHER:
CONDITIONS OF APPROVAL:			

Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
<u>Brian Park</u>	✓		
<u>Clair Anderson</u>	✓		
<u>Matthew Taylor</u>	✓		
<u>Jason Miller (Phone)</u>	✓		
<u>Brandon Gordon</u>	✓		

[Signature]
Chair

Date 05/05/16

Application for Federal Assistance SF-424

<p>* 1. Type of Submission</p> <p><input type="checkbox"/> Preapplication</p> <p><input checked="" type="checkbox"/> Application</p> <p><input type="checkbox"/> Changed/Corrected Application</p>	<p>* 2. Type of Application</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Continuation</p> <p><input type="checkbox"/> Revision</p>	<p>* If Revision, select appropriate letter(s):</p> <p>- Select One -</p> <p>* Other (Specify)</p>
--	--	--

* 3. Date Received:	4. Application Identifier:
---------------------	----------------------------

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier: 3-49-0034-023-2015
--------------------------------	---

State Use Only:

6. Date Received by State:	7. State Application Identifier:
----------------------------	----------------------------------

8. APPLICANT INFORMATION:

* a. Legal Name: Spanish Fork City/Springville City Jointly	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 20-1928297	*c. Organizational DUNS: 802228304

d. Address:

* Street1: 2050 N. 300 W
Street 2:

* City: Spanish Fork
County: Utah
* State: Utah
Province:
Country: USA

*Zip/ Postal Code: 84660

e. Organizational Unit:

Department Name:	Division Name:
------------------	----------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: First Name: Cris
Middle Name:
* Last Name: Child
Suffix:

Title: Airport Manager

Organizational Affiliation:

* Telephone Number: (801) 420-8888	Fax Number: (801) 504-0400
* Email: cris@prestigeproperties.org	

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

DOT - FAA Denver ADO

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Spanish Fork City, Springville City, Utah County, State of Utah

* 15. Descriptive Title of Applicant's Project:

Install AWOS

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: UT-003

*b. Program/Project: IIII

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 05/01/2016

*b. End Date: 12/31/2016

18. Estimated Funding (\$):

*a. Federal	<u>250,000.00</u>
*b. Applicant	<u>12,924.00</u>
*c. State	<u>12,923.00</u>
*d. Local	<u> </u>
*e. Other	<u> </u>
*f. Program Income	<u> </u>
*g. TOTAL	<u>275,847.00</u>

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

*First Name: Cris

Middle Name:

*Last Name: Child

Suffix:

*Title: Airport Manager

*Telephone Number: (801) 420-8888

Fax Number: (801) 504-0400

* Email: cris@prestigeproperties.org

*Signature of Authorized Representative:



*Date Signed:

5-10-2016

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)? Yes No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later? Yes No N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events. Yes No N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). Yes No N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. Yes No N/A

The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? Yes No

The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? Yes No N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

De Minimis rate of 10% as permitted by 2 CFR § 200.414.

Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)
on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Utah County has a compatible land use plan in place.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

No disabilities are known.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is reasonably consistent with surrounding development.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The project has given fair consideration to the interest of surrounding committees.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The project has consulted airport users at a public meeting.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The project has NEPA approval.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

The project has NEPA approval.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no exclusive rights on the airport.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Yes, the most current Exhibit A dated May 2014 has been submitted to the FAA.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The sponsor currently owns the property.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The sponsor currently owns the property.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 1,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			30,000
5. Other Architectural engineering fees			
6. Project inspection fees			25,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			219,847
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 275,847
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			275,847
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 275,847
19. Federal Share requested of Line 18			250,000
20. Grantee share			12,924
21. Other shares			12,923
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 275,847

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	12,924
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	
25. Other Shares	Amount
a. State	12,923
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 25,847

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Install AWOS

AIRPORT: Spanish Fork-Springville Airport

1. Objective:

The project will install an Automated Weather Observation Station (AWOS) at the Airport. The Airport does not currently have accurate weather information. The AWOS will enhance safety and allow instrument approach procedures to be developed at the Airport

2. Benefits Anticipated:

This AWOS will provide critical weather data to pilots and is crucial to the development of approach procedures into the airport.

3. Approach: (See approved Scope of Work in Final Application)

Refer to Scope of Work

4. Geographic Location:

Airport is located approximately 2 miles north of the downtown area of Spanish Fork, Utah.

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: (include address & telephone number)

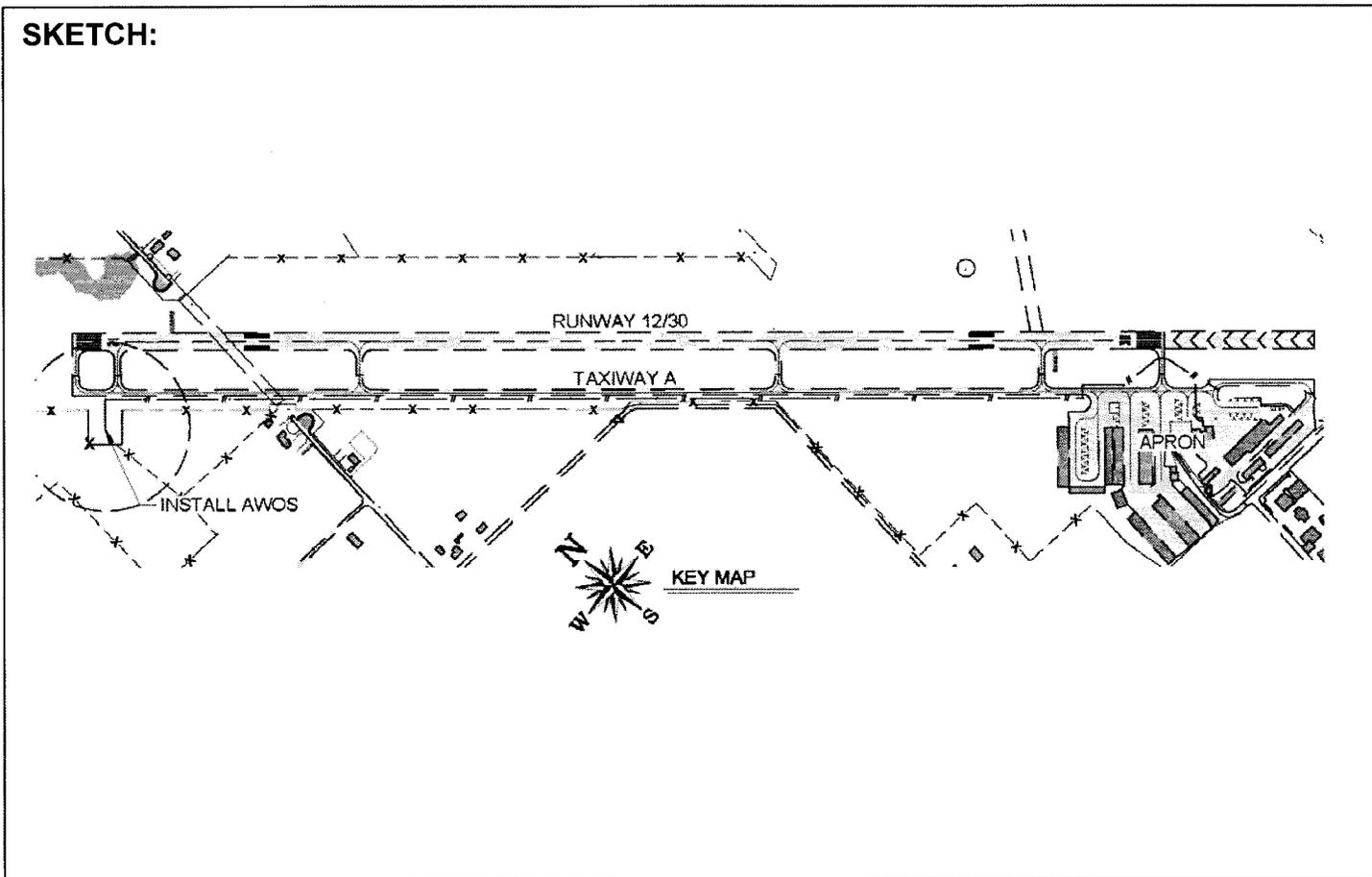
Cris Child, Airport Manager
736 North Valley View Circle, Elkridge, UT 84651
801-420-8888

CIP/PREAPPLICATION DATA SHEET

AIRPORT: Spanish Fork-Springville Airport
WORK ITEM: Install AWOS

LOCAL PRIORITY: _____

UPDATED: April 2016



JUSTIFICATION: This AWOS will provide critical weather data to pilots and is crucial to the development of approach procedures into the airport.

SPONSOR SIGNATURE: *Cris Child* **DATE:** 5-10-16

COST ESTIMATE:

	Item				
ADMINISTRATION:	\$ 1,000	Construction	\$ 219,847	4	\$
ENGINEERING:	\$ 30,000			5	\$
INSPECTION:	\$ 25,000				
				TOTAL:	\$ 275,847

ADO USE:
PREAPP GRANT NPIAS WORK FAA
NO: _____ **NO:** _____ **CODE:** _____ **CODE:** _____ **PRIOR:** _____ **FED \$** _____

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Spanish Fork-Springville Airport

Airport: Spanish Fork-Springville Airport

Project Number: 3-49-0034-023-2015

Description of Work: Install AWOS

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

Yes No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

Yes No

3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 10th day of May 2016.

Name of Sponsor: Spanish Fork-Springville Airport

Name of Sponsor's Designated Official Representative: Cris Child

Title of Sponsor's Designated Official Representative: Airport Manager

Signature of Sponsor's Designated Official Representative: 

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Spanish Fork-Springville Airport

Airport: Spanish Fork-Springville Airport

Project Number: 3-49-0034-023-2015

Description of Work: Install AWOS

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.
 Yes No N/A

2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.
 Yes No N/A

3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.
 Yes No N/A

4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).
 Yes No N/A

5. The consultant services contracts clearly or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
 Yes No N/A

6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.
 Yes No N/A

7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.
 Yes No N/A

8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not or will not be used.
 Yes No N/A

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.
 Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 10th day of May, 2016.

Name of Sponsor: Spanish Fork-Springville Airport

Name of Sponsor's Designated Official Representative: Cris Child

Title of Sponsor's Designated Official Representative: Airport Manager

Signature of Sponsor's Designated Official Representative: 

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Spanish Fork-Springville Airport

Airport: Spanish Fork-Springville Airport

Project Number: 3-49-0034-023-2015

Description of Work: Install AWOS

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.
 Yes No N/A

2. An ongoing drug-free awareness program has been or will be established to inform employees about:
 - a. The dangers of drug abuse in the workplace
 - b. The sponsor's policy of maintaining a drug-free workplace
 - c. Any available drug counseling, rehabilitation, and employee assistance programs
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.
 Yes No N/A

Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:

- a. Abide by the terms of the statement
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction

Yes No N/A

4. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.

Yes No N/A

5. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
- b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency

Yes No N/A

6. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

Yes No N/A

Site(s) of performance of work:

Location 1

Name of Location: Utah County
Address: 2050 N. 300 W
Spanish Fork, UT 84660

Location 2 (if applicable)

Name of Location:
Address:

Location 3 (if applicable)

Name of Location:
Address:

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 10th day of May, 2016.

Name of Sponsor: Spanish Fork-Springville Airport

Name of Sponsor's Designated Official Representative: Cris Child

Title of Sponsor's Designated Official Representative: Airport Manager

Signature of Sponsor's Designated Official Representative: 

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Spanish Fork-Springville Airport

Airport: Spanish Fork-Springville Airport

Project Number: 3-49-0034-023-2015

Description of Work: Install AWOS

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP) labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/ installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or state standard, is necessary other than those previously approved by the Federal Aviation Administration (FAA).
 Yes No N/A

2. Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the airport layout plan approved by the FAA.
 Yes No N/A

4. Development that is ineligible for AIP funding has been or will be omitted from the plans and specifications.
 Yes No N/A

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are or will be included in the project specifications.
 Yes No N/A

6. If a value engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.
 Yes No N/A

7. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.
 Yes No N/A

8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been or will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.
 Yes No N/A

9. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.
 Yes No N/A

10. The design of all buildings have complied or will comply with the seismic design requirements of 49 CFR § 41.120.
 Yes No N/A

Attach Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 10th day of May, 2016.

Name of Sponsor: Spanish Fork-Springville Airport

Name of Sponsor's Designated Official Representative: Cris Child

Title of Sponsor's Designated Official Representative: Airport Manager

Signature of Sponsor's Designated Official Representative:



Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Spanish Fork-Springville Airport

Airport: Spanish Fork-Springville Airport

Project Number: 3-49-0034-023-2015

Description of Work: Install AWOS

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided procurements conform to these federal standards.

This certification applies to all equipment projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A written code or standard of conduct conforming to 2 CFR § 200.319 is or will be in effect governing the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts.

Yes No N/A

2. For all contacts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing in accordance with grant assurance C.17.

Yes No N/A

3. Sponsors that have or are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises in all contracts and subcontracts

Yes No N/A

4. Sponsor procurement actions using the competitive sealed bid method was or will be:
- Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors.
 - Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond.
 - Publicly opened at a time and place prescribed in the invitation for bids
 - Prepared such that it allows a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
5. For projects where the Sponsor intends to use the competitive proposal procurement method, Sponsor has or will obtain FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- Written request to use competitive proposal procurement method
 - Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method.
- Yes No N/A
6. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate determination for the appropriate type of project
- Yes No N/A
7. All construction and equipment installation contracts contain or will contain provisions for:
- Access to Records
 - Buy American Preferences
 - Civil Rights (General Provisions and Title VI Assurances)
 - Federal Fair Labor Standards
 - Occupational Safety and Health Act requirements
 - Seismic Safety (applies only to projects that include buildings)
 - State Energy Conservation Requirements (as applicable)
 - U.S. Trade Restriction
 - Veterans Preference per 49 USC § 47112(c) (applies only to construction and equipment installation projects)
- Yes No N/A
8. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- Davis-Bacon and Related Acts
 - Copeland "Anti-Kickback" Act
- Yes No N/A

9. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving

Yes No N/A

10. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8
- c. All Contracts - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247.
- d. All Contracts - Provisions that address termination for cause and termination for convenience

Yes No N/A

11. All contracts exceeding \$25,000, an appropriate check of the System for Award Management has been or will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or excluded from participating in this federally assisted project

Yes No N/A

12. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act 40 USC 3701-3708), Sections 103 and 107
- c. All contracts, Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II(J))
- d. All contracts - Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738

Yes No N/A

13. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances:

- a. Only one qualified person/firm submits a responsive bid
- b. The contract is to be awarded to other than the lowest responsible bidder
- c. Life cycle costing is a factor in selecting the lowest responsive bidder
- d. Proposed contract prices are more than 10% over the sponsor's cost estimate

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

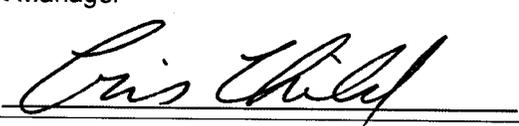
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 10th day of May, 2016.

Name of Sponsor: Spanish Fork-Springville Airport

Name of Sponsor's Designated Official Representative: Cris Child

Title of Sponsor's Designated Official Representative: Airport Manager

Signature of Sponsor's Designated Official Representative: 

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Spanish Fork-Springville Airport

Airport: Spanish Fork-Springville Airport

Project Number: 3-49-0034-023-2015

Description of Work: Install AWOS

Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 - Closeout. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were or will be determined to be qualified as well as competent to perform the work.
 Yes No N/A

2. Daily construction records were or will be kept by the resident engineer/construction inspector as follows:
 - a. Work in progress
 - b. Quality and quantity of materials delivered
 - c. Test locations and results
 - d. Instructions provided the contractor
 - e. Weather conditions
 - f. Equipment use
 - g. Labor requirements
 - h. Safety problems
 - i. Changes required Yes No N/A

3. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor.
 Yes No N/A
4. Complaints regarding the mandated federal provisions set forth in the contract documents have been or will be submitted to the Federal Aviation Administration (FAA).
 Yes No N/A
5. All tests specified in the plans and specifications were or will be performed and the test results documented as well as made available to the FAA.
 Yes No N/A
6. For any test results outside of allowable tolerances, appropriate corrective actions were or will be taken.
 Yes No N/A
7. Payments to the contractor were or will be made in compliance with contract provisions as follows:
 - a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and
 - b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA. Yes No N/A
8. The project was or will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.
 Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection.
 Yes No N/A
10. Work in the grant agreement was or will be physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.
 Yes No N/A
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been or will be submitted to the FAA.
 Yes No N/A
12. Applicable close out financial reports have been or will be submitted to the FAA.
 Yes No N/A

13. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 10th day of May, 2016.

Name of Sponsor: Spanish Fork-Springville Airport

Name of Sponsor's Designated Official Representative: Cris Child

Title of Sponsor's Designated Official Representative: Airport Manager

Signature of Sponsor's Designated Official Representative: 

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: Spanish Fork-Springville Airport

Airport: Spanish Fork-Springville Airport

Project Number: 3-49-0034-023-2015

Description of Work: Install AWOS

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.

Yes No N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.

Yes No N/A

3. If property for airport development is or will be leased, the following conditions have been met:

- a. The term is for 20 years or the useful life of the project.
- b. The lessor is a public agency.
- c. The lease contains no provisions that prevent full compliance with the grant agreement.

Yes No N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

Yes No N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- Yes No N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was or will be obtained for the following:
- a. The right of flight
 - b. The right of ingress and egress to remove obstructions
 - c. The right to restrict the establishment of future obstructions
- Yes No N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel
 - b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections
- Yes No N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- Yes No N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- Yes No N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement
 - b. Supporting documents for settlements included in the project files
- Yes No N/A
11. If a negotiated settlement is not reached, the following procedures were or will be used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property
 - b. Supporting documents for awards included in the project files
- Yes No N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

Yes No N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

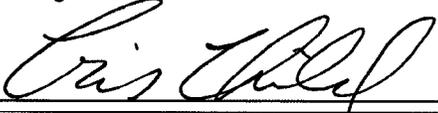
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 10th day of May, 2016.

Name of Sponsor: Spanish Fork-Springville Airport

Name of Sponsor's Designated Official Representative: Cris Child

Title of Sponsor's Designated Official Representative: Airport Manager

Signature of Sponsor's Designated Official Representative: 

**TASK ORDER K
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN OWNER AND ENGINEER,
DATED _____, 2016**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on September 24, 2009 between the **CITIES of SPANISH FORK & SPRINGVILLE, UTAH (Owners)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **WORK PROGRAM** – Attached

Element 1 – *Install Automated Weather Observation System (AWOS)*

3. **FEES** - The fees will be as noted below. (All lump sums unless otherwise noted)

Element 1 – Project Development	\$3,500
Element 1 – Design	
Preliminary Design	\$10,500
Final Design	\$6,500
Element 1 – Bidding Services	\$5,000
Element 1 – Construction Period Services	
Construction Administration Services	\$4,000
Construction Inspection Services (see Rate Sheet)	\$51,780
Element 1 – Project Closeout	\$3,500
Engineering Total	\$84,780

4. **ATTACHMENTS** - Required Contact Provisions for A/E Contracts Under Airport Improvement Program

**OWNERS:
SPRINGVILLE CITY**

**ENGINEER:
ARMSTRONG CONSULTANTS, INC.**

By _____
Wilford W. Clyde, Mayor

By _____
Dennis Corsi, President

Attest: _____

SPANISH FORK CITY

By _____
Steve Leifson, Mayor

Attest: _____

CONSTRUCTION INSPECTION SERVICES RATE SHEET:

DIRECT EXPENSES					
Position	Regular Hourly Rate	Overtime Hourly Rate	Estimated Regular Hours	Estimated Overtime Hours	Estimated Total
Principal	\$232.00	\$348	4	-	\$928
Project Manager	\$198.00	\$297	18	-	\$3,564
Project Engineer	\$127.00	\$190.50	30	-	\$3,810
Field Eng Supervisor	\$155.00	\$232.50	57	-	\$8,835
Resident Inspector	\$118.00	\$177	226	10	\$28,438
Clerical	\$84.00	\$126	6		\$504
ESTIMATED TOTAL DIRECT FEES					\$46,079
REIMBURSABLE EXPENSES					
Expense	Rate	Estimated Quantity		Estimated Total	
Per Diem	\$59/day	33 days		1,947	
Lodging	\$91/day	30 days		2,730	
Vehicle Expenses	\$0.56/mile	1833 miles		\$1,026	
ESTIMATED TOTAL REIMBURSABLE FEES					\$5,703
TOTAL ESTIMATED CONSTRUCTION INSPECTION FEES					\$51,782

I. PROJECT DEVELOPMENT

The project development phase is intended to complete the necessary preliminary actions required to initiate the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Conduct a pre-design meeting/scoping conference with the Sponsor and FAA to establish parameters for the project definition and work areas, budget, schedule, and needs for topographic survey and geotechnical investigations.
2. Develop preliminary cost estimates for the proposed work.
3. Develop a preliminary phasing plan for the work involved with the project to identify critical stages of work and estimate the overall duration of the construction work associated project. This information will be used to determine appropriate length of time for the construction contract and identify potential divisions amongst the work that may be divided into separate bid schedules.
4. Develop a draft Scope of Work narrative for review and approval. The Sponsor may be required to have an independent fee estimate (IFE) performed to validate the proposed engineering fees. The Engineer will assist the Sponsor in getting reimbursed for the cost of this IFE as part of the grant by preparing a request for reimbursement. Upon receiving approval of the scope of work narrative, engineering fees will be calculated and provided with the final Scope of Work. The Engineer will assist the Sponsor in preparing a Record of Negotiations to document the fee negotiation performed for the project.
5. Prepare final Scope of Work and Contract.
6. Prepare and submit a Categorical Exclusion (CatEx) package.
7. Prepare Preliminary FAA Grant Application. Preparation of the application will include the following:
 - a. Prepare the following forms: SF424 and FAA Form 5100-100
 - b. Prepare Project Narrative and Sketch
 - c. Prepare Preliminary Estimate
 - d. Prepare the Sponsor's Certifications
 - e. Attach the current Grant Assurances.

The Engineer will submit the application to the Sponsor for approval and signatures.

II. PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate cost effective and practical solutions for the work items identified. The designer will complete its evaluation of alternatives through contacts with local authorities, field investigations and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project. Cost efficiencies will be realized in a lower initial cost and in lower long-term maintenance costs.

Activities include:

1. A design survey will not be required for this project.
2. A geotechnical investigation will not be required for this project.
3. Prepare an overall Construction Safety and Phasing Plan (CSPP) in order to maximize project constructability and operational safety. A draft CSPP will be submitted to the FAA for review and comment when the design is approximately 25-35% complete. This final CSPP will be submitted to the FAA when plans are 95% completed. The final CSPP will be coordinated, by the FAA Program Manager, with other FAA Lines of Business (LOBs). Comments received by the FAA LOBs will be incorporated into the CSPP prior to submitting the bid advertisement for the project.
4. The Sponsor's DBE Plan and Goal are both up-to-date and will not require updating for this project.
5. Review and evaluate project layout.
 - a. Determine aircraft usage through coordination with Sponsor and FAA.
 - b. Verify existing ALP dimensions and data.
 - c. Verify AWOS siting is in compliance with FAA 6560-20b.
6. Evaluate local conditions:
 - a. Inventory local material suppliers, sources and capabilities.
 - b. Review existing electrical system layouts and determine system requirements.
 - c. Coordinate with local communications provider to have communications service extended to the airport.
7. Complete a cost benefit analysis to determine the appropriate, grant eligible type of AWOS for the airport.

9. Prepare preliminary construction plans. Construction plans will be prepared depicting all of the work involved for Element 1. The following list of drawings will be used as a guideline. Drawings may be added or deleted during the design phase if required.

DESCRIPTION		ELEMENT 1
a	Cover Sheet	1 Sheet
b	General Notes, Legend and Survey Control	1 Sheet
c	AWOS Siting Plan and Typical Details	2 Sheets
d	Electrical and Communications Plan	1 Sheet
e	Electrical and Communications Details	2 Sheets
f	Fencing Layout and Details	2 Sheets
g	Construction Safety and Phasing Plan	1 Sheet
TOTAL SHEET COUNT		10 Sheets

10. Prepare preliminary contract documents. The Engineer will prepare the contract documents including invitation for bids, instructions to bidders, proposal, equal employment opportunity clauses and applicable wage rates, construction contract agreement, performance bond, payment bond, general and special provisions. Preparation will include establishing the location for the bid opening and description of the work schedule. Contract documents will be prepared as early as possible during the design phase and submitted to the FAA and Sponsor for review.
11. Prepare preliminary technical specifications. The Engineer will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.

The standard specifications to be utilized for Element 1 may include the following items:

Item P-151	Clearing and Grubbing
Item P-152	Excavation and Embankment
Item P-610	Structural Portland Cement Concrete
Item F-162	Chain-Link Fence
Item L-108	Underground Power Cable for Airports
Item L-110	Airport Underground Electrical Duct Banks and Conduits

The added technical specifications may include but not be limited to the following items:

Item Special-6	Watering
Item Special-AWOS	Automated Weather Observation Systems

12. Prepare preliminary special provisions to address conditions that require additional clarification and/or definition beyond what is described in the standard general provisions or technical specifications. Items may include:
- Project Location Information
 - Insurance Requirements
 - Contract Period and Work Schedule and Phasing
 - Pre-Construction Conference

- e. Utilities
- f. Permits, Taxes and Compliance with Laws
- g. Field Office Requirements
- h. Haul Roads
- i. Testing and Staking
- j. Airport Security, Closure of Air Operations Areas
- k. Accident Prevention
- l. Warranty
- m. Construction Management Plan

13. Conduct preliminary review of the construction plans, technical specifications, contract documents and special provisions by submitting copies of the preliminary documents to the FAA and Sponsor and solicit preliminary design review comments.

III. FINAL DESIGN

In the final design phase, the designer will provide well-defined construction requirements, with selected bid alternatives as appropriate to solicit competitive construction bids. Construction schedules will be coordinated around good weather conditions and as little as practical interference with airport operations.

Activities include:

Final Design

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Calculate Estimated Quantities. The Engineer will calculate all necessary quantities for the various work items in each Element.
3. Prepare Estimate of Probable Construction Cost for each Element. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other databases available.
4. Prepare Engineer's Design Report. During the preparation of the construction plans and specifications, an engineer design report will be prepared. The report will include the summary of the project, pavement, drainage design, schedule and cost estimate for the completion of the project. The design report will follow the current FAA Airports guidance where applicable. The design report will be submitted for Sponsor and FAA review. Review comments will be incorporated in the final revised report.
5. Develop work schedules for construction. This task involves dividing the construction work into schedules to allow for maximum contract award flexibility in cases of limited available funds, and allow the project to be executed in a manner that minimizes the disruption of the airport aircraft operations.
6. Submit final CSPP by uploading it to the OE/AAA website. Alternatively, at the request of the FAA PM, the CSPP may be submitted directly to the FAA PM.

7. Submit 95% design construction plans, technical specifications, contract documents and special provisions to the FAA and Sponsor and solicit design review comments.
8. Incorporate 95% design review comments and respond as necessary to requests for additional information.
9. Prepare and submit final plans and specifications. Copies will be submitted to the FAA and Sponsor. A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the FAA and Sponsor's review. After final plan acceptance, plan sets will be provided to the FAA and Sponsor.
10. Prepare and/or assist with necessary forms:
 - a. Sponsor Quarterly Report
 - b. Strategic Event Coordination Form
 - c. Standard Form 271
 - d. Standard Form 425
 - e. 7460-1

IV. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Airport in advertising and letting the project for bid. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Sponsor and FAA will be given a hard copy set of the final plans, specifications and contract documents.
2. Provide technical assistance and recommendations to the Airport during construction bidding.
3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda.
4. Attend bid opening at the date and time agreed by the Sponsor.
5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter
6. Update preliminary Federal Grant Application prepared during Project Development phase based on bids. The Engineer will submit the application to the Sponsor for approval and signatures.
7. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

V. CONSTRUCTION PERIOD SERVICES

During the construction phase of the project, the Engineer will assist the Airport with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

A. Construction Administration Services

1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review contractor's bonds, insurance certificates, construction schedules.
2. Provide Sponsor and FAA with hard copies of the Contract Documents, Specifications, and Construction Plans (digital copies upon request). Provide Contractor with hard and digital copies (one each) of the Contract Documents, Specifications, and Construction Plans; complete with all addenda.
3. Review and accept the Contractor's Safety Plan Compliance Documents prior to issuing the Notice to Proceed.
4. Conduct pre-construction conference.
5. No AGIS survey requirements are to be conducted as a part of this contract or project.
6. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the resident inspector and Contractor's surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and/or findings of the Contractor's surveyor.
7. Provide technical assistance and recommendations to the airport during construction.
8. Prepare change orders and supplemental agreements, if required; including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.
9. Prepare and confirm monthly payment requests. Payment requests will be reviewed for accuracy with contractor and resident inspector. Engineer will prepare FAA payment documents for the Sponsor; including interviews on the Contractor's and Subcontractor's employees and the review of their weekly payroll reports. The Sponsor will be required to complete the payment reimbursement through the FAA e-invoicing system.
10. Coordinate with the Contractor to file for an FCC license for the discreet VHF frequency for the AWOS.

B. Construction Inspection Services

1. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.
2. Provide a full time resident inspector who will perform site inspections to monitor and document construction progress for Element 1, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc. Maintain daily log of construction activities.
3. Prepare and submit weekly inspection reports. Reports will be submitted to the FAA and Sponsor no later than the following week that the report refers to.
4. Conduct final project inspection with the Sponsor, FAA and the contractor. Any punch list items will be noted and coordinated with the contractor for necessary action

VI. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Prepare Summary of Tests report to document the acceptance testing performed on the project.
2. Assist the Sponsor with completing all necessary grant closeout certifications and forms.
3. Update Airport Layout Plan to reflect as-built conditions.
4. Prepare an Operations and Maintenance Manual for the AWOS and assist the Sponsor with completing a memorandum of agreement with the FAA regarding the operation and maintenance of the AWOS.
5. Prepare record drawings, indicating changes made to the design during construction. The FAA and Sponsor will each receive one copy of the record drawings in half size (11"x17") format as well as one in electronic format on a CD.
6. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance. The Final Engineer's Report must be submitted to and approved by the FAA prior to final payment authorization to the Contractor and Engineer.
7. Assist Sponsor in preparing final SF425 and SF271 forms and grant closeout letter.



STAFF REPORT

DATE: May 11, 2016

TO: Honorable Mayor and City Council

FROM: J. Fred Aegerter, Community Development Director

SUBJECT: JUD HARWARD SEEKING A RECOMMENDATION FOR A PROPOSED AMENDMENT TO THE GENERAL PLAN LAND USE MAP AND THE OFFICIAL ZONE MAP FROM MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL AND FROM THE R1-5 SINGLE-FAMILY RESIDENTIAL TO THE CC-COMMUNITY COMMERCIAL ZONE FOR THE PROPERTY AT 341 SOUTH 300 EAST.

RECOMMENDED MOTION

Motion #1 – General Plan Land Use Map Amendment

Move to approve Ordinance No ____-2016 amending the Land Use Map element of the General Plan from Medium Density Residential to Commercial for the property at 341 South 300 East.

Motion #2 – Official Zone Map Amendment

Move to approve Ordinance No ____-2016 amending the Official Zone Map from the R1-5 Single-Family Residential Zone to the CC-Community Commercial Zone for the property at 341 South 300 East.

SUMMARY OF ISSUES/FOCUS OF ACTION

1. Does the proposed request meet the requirements of Springville City Code, regarding amendments to the General Plan?
2. Does the proposed request to rezone this property meet the requirements of the Springville City Code, particularly 11-7-1, Amendments to the Title and Zone Map?
3. Does the request maintain the intent of the General Plan?

BACKGROUND

The proposed amendments are for a parcel that is north of the Hobble Creek Learning Center and Corn Wagon Quilt Company. The applicant would like to expand the parking lot for the two existing buildings and construct an additional building.

The parcel falls within the R1-5 Single-Family Residential Zone, which is also in the Historic District Overlay Zone. There currently is an existing home on the parcel.

CITY COUNCIL AGENDA

May 17, 2016

In 2004, the applicant had started using the house located on the parcel where the Hobble Creek Learning Center is for a commercial use. As the property was in a residential zone, he was asked to conform and he proposed amending the general plan and rezoning the property to create additional parking for the Corn Wagon, which had expanded commercial use into



the basement and to create parking for a new building that was to serve as a guest house for women to come and do quilting on the property proposed for rezoning. This resulted in the need for additional parking. The proposed guest house use never occurred and the Hobble Creek Learning Center was proposed for the building.

At the time of the rezoning in 2004, Staff recommended approval based on the following:

- The ability to establish a more definitive edge between the commercial and residential areas with fencing and a landscape buffer;
- The opportunity to utilize existing ordinances to remedy shortcomings associated with the existing commercial property, including concerns such as on-site parking and landscape screening.

Another issues included the need to locate the new building closer to the Corn Wagon building.

Based on the current standards, parking requirements are met on-site for the two buildings owned by Mr. Harward.

DISCUSSION

There is precedence along 400 South in regards to parking expansion for buildings facing 400 South. Most recently, early last year the City Council approved a zone change for the property at 363 South 200 East for a parking lot to be used by the Mark Fullmer Dentist Office. The

previously approved changes were to allow for parking areas for businesses that had little or no parking and were or will be affected by 400 South expansion improvements.

The concept was to allow parking expansion for the property facing onto 400 South.



General Plan

The goal of the Land Use Element of the General Plan is to “Create a safe, functional, and attractive community that preserves the best of our past and shapes our future development in a way that benefits all people of our community.” Objective 4 of that section is to “Provide conveniently-located commercial and professional office uses to serve the residents of Springville and surrounding areas.”

-Land Use - Objective 2 – Provide and maintain cohesive residential neighborhoods with a wide variety of housing types and densities which include the services and amenities that contribute to desirable stable neighborhoods.

-Housing – Strategy 1b – Maintain more affordable housing by supporting and strengthening neighborhoods through rehabilitating and maintaining areas of older housing.

Historic Center Community Plan

The goal of the Land Use Element of the Historic Center Community Plan is to “Preserve the historic open feel and agricultural usage of Plat A while limiting commercial encroachment and investing in expanded green space.”

In the Background section of the Land Use Element, residents are concerned that the residential nature of this area be preserved through policies that will not continue to allow commercial encroachment into their neighborhoods.

-Land Use – Strategy 3 – Adopt a policy concerning expansion of commercial uses into residential areas to help ensure a sense of understanding as to when such expansion is or is not appropriate and to help retain trust between residents and the City.

Planning Principles

Neighborhoods should remain as cohesive communities in order to remain vibrant and safe. Where possible, properties that face each other across a street will be the same or similar zone. This provides citizens with the opportunity to interact with their neighbors and create a feeling of community. In order to protect the sense of community, zoning should follow rear lot lines.

Zoning Requirements

The requested zoning of CC-Community Commercial requires a minimum 20,000 square feet of lots area. The lot in question contains just over 9,000 square feet. If the property is rezoned, the parcel would be required to be combined with the adjacent parcel to the south.

PLANNING COMMISSION MEETING OVERVIEW

The Planning Commission considered the proposed amendments on April 26, 2016 during which a public hearing was held. Below is a summary of the commissioners' discussion.

Director Aegerter presented the information listed in the staff report, after which Mr. Harward, the applicant addressed the commissioners and stated the request was triggered by the fact that UDOT will be widening 400 South, which will eliminate the current on-street parking. He explained the only way to make the expansion of the parking lot feasible; he would like to construct a small 1200 square foot building on the north portion of the parking lot and would keep the same architectural look that was consistent with the neighborhood. With the expanded parking lot and new building the existing site would be gaining 5 additional stalls.

Commissioner Ellingson asked if the parking being eliminated off of 400 South could be absorbed onto 300 East Street. It was discussed that 300 East is much narrower and is already being utilized by surrounding businesses.

The public hearing portion of the meeting was opened in which no one came forward.

Commissioner Baker questioned if there were any standards that regulated building height. It was explained that the standard for the CC-Zone is 35-feet. Director Aegerter clarified that the current parking requirements are met on site for the two businesses and added the five spots on the street that will be eliminated were never included in the parking calculations.

Director Aegerter discussed how precedence had been set for additional parking encroaching into residential for businesses that front onto 400 South and explained that a policy decision needed to be made regarding allowing additional encroachment for businesses that do not front onto 400

South. Commissioner Baker was very concerned about allowing additional encroachment into residential areas.

Director Aegerter explained that if the Commission feels that the proposed expansion is in keeping with the General Plan and the public trust concerning this area, and does not affect the residential integrity of the area, the recommendation should be to recommend approval of the proposed General Plan Map Amendment and Zoning Map Amendment.

If the Commission feels that the proposed expansion is not in keeping with the General Plan and not in keeping with the public trust concerning this area and affects the residential integrity of the area, the recommendations should be to recommend denial of the proposed General Plan Map Amendment and Zoning Map Amendment.

COMMISSION ACTION: Commissioner Farrer moved to recommend approval of the proposed General Plan Map amendment and the Zoning Map amendment. Commissioner Ellingson seconded the motion. The vote was 3 to 1 in favor of the amendments.

Commission Vote

<u>Commissioner</u>	<u>Yes</u>	<u>No</u>
Michael Farrer	X	
Frank Young	Excused	
Genevieve Baker		X
Karen Ellingson	X	
Michael Clay	Excused	
Brad Mertz	X	
Carl Clyde	Excused	

ALTERNATIVES

1. Adopt the General Plan Map and Official Zone Map amendment(s) as proposed;
2. Amend and adopt the proposed amendment(s);
3. Reject the proposed amendment(s).

J. Fred Aegerter
Community Development Director

Attachments

cc: Jud Harward

ORDINANCE NO. ____-2016

AN AMENDMENT TO THE GENERAL PLAN LAND USE MAP THAT RECLASSIFIES THE PARCEL LOCATED AT 341 SOUTH 300 EAST FROM MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL.

Be it ordained by the City Council of Springville, Utah:

Section 1: The following described area, as shown on the Generalized Future Land Use Map of the Springville City General Plan and shown on the attached Exhibit A, shall be changed to the following respective land use classifications as shown on Exhibit A (attached) from Medium Density Residential to Commercial.

Section 2: The Zoning Administrator shall cause the Generalized Future Land Use Map of the General Plan to be amended to show the change made by Section 1 above.

Section 3: The foregoing amendment was submitted to and considered by the Planning Commission after which a public hearing was held by the Planning Commission on April 26, 2016 which was noticed as required by law and which gave all interested parties an opportunity to be heard. The Planning Commission thereafter submitted the same to the City Council with its recommendation that the amendment be made. The City Council held a public hearing on May 17, 2016, notice of which was given as required by law. At said hearing all interested parties were given an opportunity to be heard.

Section 4: This amendment shall become effective with the signature of the Mayor.

Approved by the City Council of Springville, Utah this 17th day of May, 2016.

Wilford W. Clyde, Mayor

ATTEST:

Kim Rayburn, City Recorder

EXHIBIT "A"



ORDINANCE NO. ____-2016

AN ORDINANCE REZONING THE PROPERTY AT 341 SOUTH 300 EAST FROM THE R1-5 SINGLE FAMILY RESIDENTIAL ZONE TO THE CC-COMMUNITY COMMERCIAL ZONE AND AMENDING THE OFFICIAL ZONING MAP.

Be it ordained by the City Council of Springville, Utah:

Section 1: To the extent that the following area, as shown on Exhibit “A” is in any zone other than the R1-5 – Single Family Residential Zone, the following described area is hereby rezoned from its existing zone to the CC-Community Commercial Zone, and hereafter all rules and regulations applicable to the CC-Community Commercial Zone shall apply within said area.

Section 2: The Community Development Director shall cause the Official Zoning Map of the City to be amended to show the rezoning made by Section 1 above.

Section 3: The foregoing zone change was submitted to and considered by the Planning Commission on April 26, 2016, after a public hearing notice of which was given as required by law. The Planning Commission thereafter submitted the same to the City Council with its recommendation that the zone change be made. The City Council held a public meeting on the matter on May 17, 2016, notice of which was given as required by law. At said hearings, all interested parties were given an opportunity to be heard.

Section 4: All ordinances, resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5: This ordinance shall become effective one day after publication hereof in the manner required by law.

Section 6: The City Recorder shall cause this ordinance or a short summary hereof, to be published in the *Daily Herald*, a newspaper published and of general circulation in the City.

Adopted by the City Council of Springville, Utah, this 17th day of May, 2016.

Wilford W. Clyde, Mayor

ATTEST:

Kim Rayburn, City Recorder

EXHIBIT "A"





STAFF REPORT

DATE: May 11, 2016

TO: Mayor and City Council

FROM: Bradley D. Stapley, Director of Public Works

**SUBJECT: NEW AT-GRADE RAILROAD CROSSING AT 950 WEST & 1350 SOUTH
– UTA/SPRINGVILLE AGREEMENT**

RECOMMENDED ACTION

Motion to approve a New At-Grade Crossing Agreement (Contract #TI/U/6045/G) between the Utah Transit Authority (UTA) and Springville City for the purpose of receiving a license to construct a vehicle railroad crossing over the Tintic Industrial Lead railroad tracks on 950 West at approximately 1350 South in Springville Utah.

GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

The Springville City General Plan's Transportation and Circulation section lists the following goal:

To provide and maintain a vibrant multi-modal transportation network that encourages flow, safety, and a consideration for the aesthetics of the community.

SUMMARY OF ISSUES/FOCUS OF ACTION

This New At-Grade Crossing Agreement between UTA and Springville City will allow the construction of an at-grade vehicle railroad crossing of the Tintic Industrial Lead railroad tracks on 950 West at approximately 1350 South in Springville, Utah.

By executing the attached agreement the City can move forward with construction of the railroad crossing with certain stipulations.

DISCUSSION

The agreement grants Springville City a license to construct a vehicle crossing of the Tintic Industrial Lead railroad tracks at approximately 950 West and 1350 South.

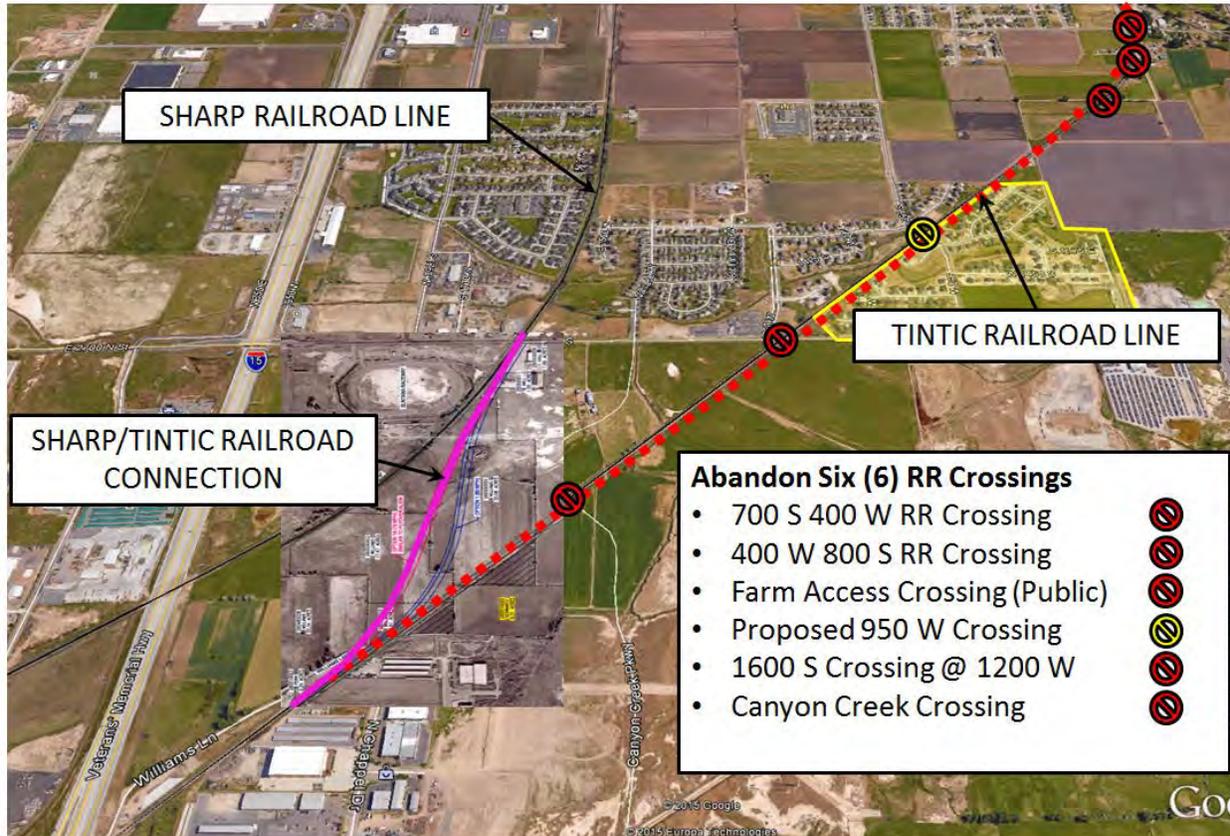
This license is expressly conditioned on the following requirements that must be completed within no less than five (5) years from the execution date of the agreement (Springville City is referred to as the “Licensee” in the agreement):

- 2.2.2 The License granted hereby, and the continuation of the License, is expressly conditioned on the occurrence of the following, within no less than five (5) years from the date hereof:
- 2.2.2.1 Licensee (or a third party, working with Licensee at Licensee’s discretion) shall acquire real property, at Licensee’s sole cost and expense, with a width of not less than **45 feet**, to allow for a full rail connection between Tintic and Sharp, from the Tintic at or near approximately West 1600 South (East 4800 South) running southerly to the Sharp, north of Williams Lane, sufficient to allow UTA to construct, operate and maintain Commuter Rail service AND sufficient to allow Union Pacific to construct, operate and maintain freight rail service.
 - 2.2.2.2 Licensee and UTA will cooperate to facilitate Licensee’s acquisition of the real property, to be completed in full compliance with applicable Federal and Utah law, including but not limited to, the Utah Relocation Act and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, together with regulations promulgated thereunder.
- 2.2.3 In the event the conditions described in paragraph 2.2.2 above have not been completed within such five-year period, Licensee shall, within eighteen (18) months and at Licensee’s sole cost and expense, upgrade the New Crossing to the plans originally approved as Exhibit “A”.

The City Council, by signing the attached agreement to construct the 950 West Railroad Crossing, agrees also to acquire the 45-foot width right-of-way for the ***Springville Sharp/Tintic Railroad Connection project*** within five (5) years of the execution of the agreement.

The ***Springville Sharp/Tintic Railroad Connection project*** has been discussed previously with the City Council, with the following exhibit being used in previous presentations:

SHARP/TINTIC RAILROAD CONNECTION



The *Springville Sharp/Tintic Railroad Connection project* is ranked #2 on the current Mountain Land Association of Governments (MAG) Transportation Improvement Program (TIP). The TIP ranking was approved on May 5, 2016 by the Metropolitan Planning Organization (MPO).

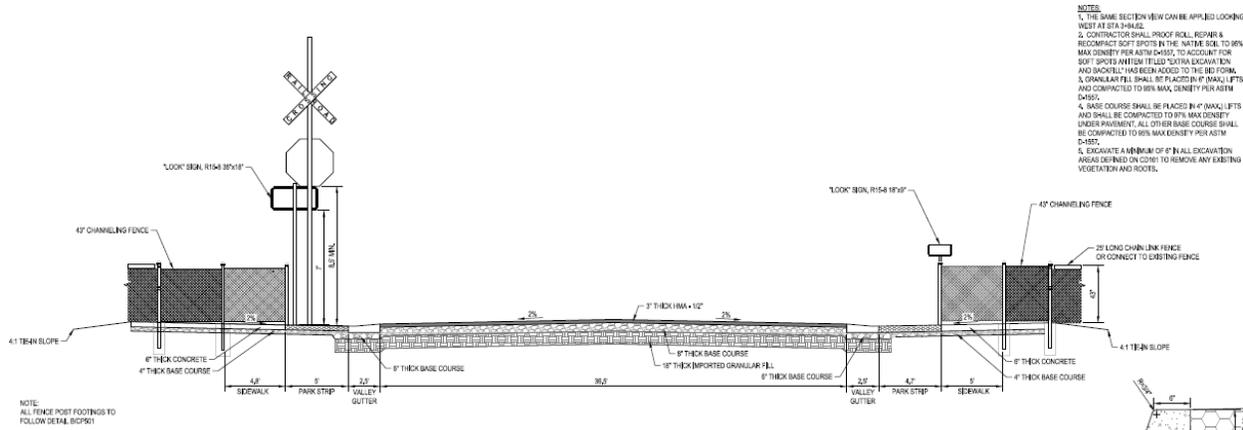
On June 2, 2016, the MPO will vote to officially approve funding of the qualifying projects. It appears that projects ranked #1 through #18 will be funded.

Final approval of the TIP by the MPO will be August 4, 2016.

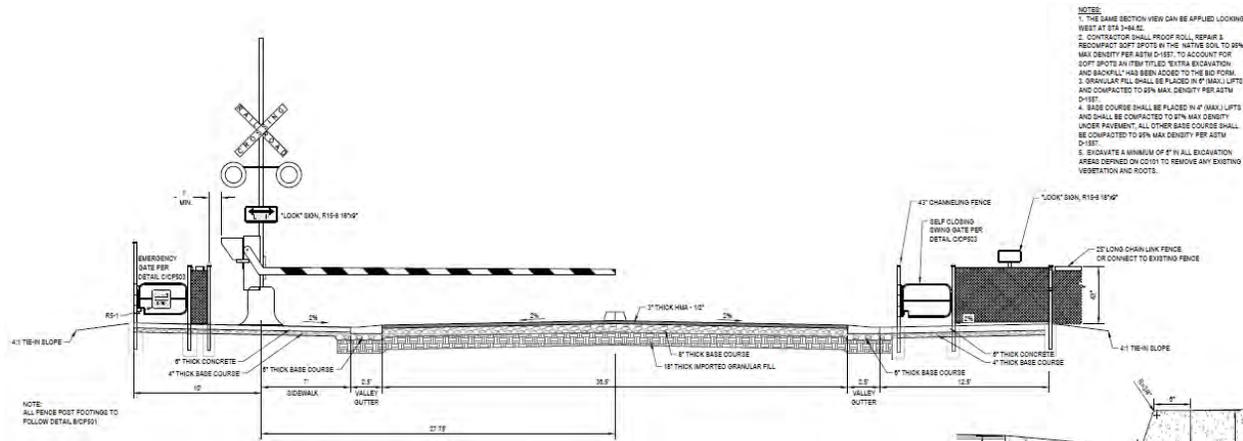
The *Springville Sharp/Tintic Railroad Connection project* is slated to receive \$4.8 million in funding, which includes funding for the 45-foot wide right-of-way acquisition.

RISKS

Signing the UTA agreement allows for the construction of the 950 West railroad crossing with minimal crossing safety devices as allowed by UDOT (see attached letter dated January 27, 2016 from Eric Cheng, Chief Railroad Engineer, UDOT). These safety devices include, but are not limited to cross bucks, LED lighted stop signs, street surface paint markings, improved street lighting, and zig-zag pedestrian crossing fencing as shown below and specified in Exhibit "A-2".



If the City is not able to acquire the 45-foot right of way for the *Springville Sharp/Tintic Railroad Connection project* within the 5-year period specified within the UTA agreement, the City will be required to update the 950 West railroad crossing to include signal lights and gates as shown below and specified in Exhibit "A".



FISCAL IMPACT

None, if the City is able to acquire the 45-foot right of way for the *Springville Sharp/Tintic Railroad Connection project* within the 5-year period specified within the UTA agreement.



State of Utah

GOV. R. HERBERT
Governor

SEN. J. COX
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

SHANE M. MARSHALL, P.E.
Deputy Director

January 27, 2016

Brad Stapley
Public Works Director
Springville City
110 S Main Street
Springville, UT 84663

Subject: Revised Surveillance Report
Railroad Crossing at 1350 South 950 West, Springville, UT

Dear Mr. Stapley:

In accordance with Utah Administrative Rule R930-5, a highway railroad grade crossing surveillance review was conducted on September 15, 2014 for the proposed crossing at 950 West 1350 South in Springville, Utah. However with the proposal to move forward the realignment of the Tintic Line, which would eliminate this crossing, it was determined that a follow-up surveillance review was necessary and was conducted on January 27, 2016.

Review Team:

Eric Cheng, UDOT; Brad Stapley, Springville; Jered Johnson, Spanish Fork; Mailia Lautoo, UTA; Lance Kippen, UPRR; Jim Marshall, MRC; and Travis Bailey, AECOM.

Background information:

The Nebo School District is building a new school at approximately 700 South 950 West in Springville, UT. Springville City's transportation master plan identifies 950 West as a Minor Collector, but 950 West is non-continuous at approximately 1350 South because of the railroad corridor. There are several homes south of the proposed crossing that will need access to the new school; therefore, Springville City is requesting that this crossing be opened to complete the connection of 950 West.

The railroad corridor is currently owned by the Utah Transit Authority (UTA), but Union Pacific (UPRR) operates on and maintains the tracks and crossings and would install any required railroad equipment at this crossing. UTA has identified two crossings that will be closed in exchange for opening the proposed crossing.



State of Utah

GOVERNOR R. HERBERT
Governor

COMMISSIONER J. COX
Assistant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

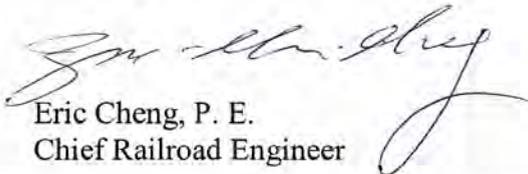
SHANE M. MARSHALL, P.E.
Deputy Director

Specific Recommendations:

1. The crossing is to be equipped with crossbucks and stop signs with solar powered flashing LEDs meeting MUTCD requirements. These shall be mounted on a separate post from the crossbucks and maintained by Springville City.
2. The crossing shall be equipped with the minimum pedestrian safety devices as shown on the *Urban Pedestrian Grade Crossings Flow Chart*, which is included in the UDOT Pedestrian Grade Crossing Manual.
3. Nebo School District shall bus students living in the subdivision immediately south of the crossing to minimize the number of school children using the crossing.
4. Additional street lighting shall be provided to better illuminate the crossing.

If you have any questions regarding this letter, please feel free to contact me at 801-965-4284.

Sincerely,



Eric Cheng, P. E.
Chief Railroad Engineer

Cc: Jered Johnson, Spanish Fork
Mailia Lautoo, UTA
Lance Kippen, UPRR
Jim Marshall, MRC
Travis Bailey, AECOM

NEW AT- GRADE CROSSING AGREEMENT

UTA Contract # TI/U/6045/G
GPS (40.148280, -111.627186)
Springville City, Utah

THIS NEW AT-GRADE CROSSING AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2015 (to be dated after the final executing signature by UTA), by and between UTAH TRANSIT AUTHORITY, a public transit district organized pursuant to the laws of the State of Utah (hereinafter “UTA”), and Springville City Corporation, a Utah Corporation, with a principal address of 110 S. Main Street Springville, UT 84663 (hereinafter “Licensee”).

RECITALS

WHEREAS, UTA is the owner of the entirety of a certain railroad corridor known as the Tintic Industrial Lead (the “Tintic”) and UTA is the owner of a portion of a certain railroad corridor known as the Sharp Subdivision (the “Sharp”) (collectively the “Right of Way”) acquired by UTA for the development and expansion of its public transportation system; and

WHEREAS, certain unlicensed roadway crossings exist over the Right of Way, including an undocumented crossing at GPS (40.151492, -111.623058) on the Tintic, and also a crossing at approximate mile post 746.83 on the Sharp (collectively, the “Unlicensed Crossings”); and

WHEREAS, in order to allow for a new at-grade crossing located at GPS (40.148280, -111.627186) on the Tintic, Licensee desires to close the Unlicensed Crossings; and

WHEREAS, Licensee intends to make crossing improvements to create a new at-grade crossing located on the Right of Way at approximately 950 W 1350 S Springville City, Utah (GPS (40.148280, -111.627186)) which will consist of installing concrete panels, crossing arms, curb, gutter, sidewalk, and asphalt (the “New Crossing”) located on and crossing the surface of the Tintic; and

WHEREAS, Union Pacific Railroad (“UP”) operates and maintains a portion of this railroad corridor and Licensee must obtain permission from UP before any New Crossing are constructed; and

WHEREAS, Licensee desires a license for the construction, operation and maintenance of the New Crossing.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

**ARTICLE I
INCORPORATED TERMS AND DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply:

1.1 “Construct” and “Construction” mean the initial installation of the New Crossing in or otherwise materially affecting the Right of Way, as well as any subsequent reconstruction, relocation, restoration or rehabilitation of the New Crossing in or otherwise materially affecting the Right of Way.

1.2 “Emergency Access Manager” means the person or office responsible for controlling Construction and Maintenance access to the Right of Way. The Emergency Access Manager as of the execution of this Agreement is at **1-888-UPRR-COP (888-877-7267)**. UTA may change the designated Emergency Access Manager from time to time by delivery of notice in accordance with Article XVI of this Agreement.

1.3 “Freight Operator” means any entity using the Right of Way, or any portion thereof, to provide common carrier freight operations.

1.4 “Governmental Authority” means any federal, state, municipal, local or other division of government, or any agency thereof, having or asserting jurisdiction with respect to any matter related to this Agreement.

1.5 “Hazardous Materials” mean any materials or substances: (i) which are present in quantities and in forms which require investigation, removal, cleanup, transportation, disposal, response or remedial action (as the terms “response” and “remedial action” are defined in Section 101 of the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 (23) and (24)) under any applicable federal, state or local environmental law, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereof, previously enforced or subsequently amended (each hereafter an “Environmental Law”); or (ii) which are defined as “hazardous wastes,” “hazardous substances,” “pollutants” or “contaminants” under any Environmental Law.

1.6 “Losses” mean any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys’ fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (i) loss of or damage to the property of any Party or Third Person; (ii) death or personal injury to the agents of any Party or to any Third Person; or (iii) the cleanup or other requirements regarding any incident involving Hazardous Materials.

1.7 “Maintain” and “Maintenance” mean the performance of any repair, restoration, rehabilitation, refurbishment, retrofitting, inspection, monitoring, observation, testing, or similar work with respect to the New Crossing in or otherwise materially affecting the Right of Way.

1.8 “Master Interlocal Agreement” means that certain Master Interlocal Agreement Regarding Fixed Guideway Systems Located Within Railroad Corridors, effective February 13, 2004, entered by and among UTA and the various municipalities and counties within which UTA’s rights of way are situated.

1.9 “New Crossing” means the installation of concrete panels, crossing arms, curb, gutter, sidewalk, and asphalt to be performed by Licensee pursuant to this Agreement and located on the surface of the Right of Way at GPS (40.148280, -111.627186) of the Tintic in Springville City, Utah. The term “New Crossing” shall also apply to any and all rearrangements, modifications, reconstruction, relocations, removals and extensions or additions concerning the

New Crossing that are authorized and approved by UTA pursuant to this Agreement (unless they are the subject of a separate agreement that does not incorporate the terms hereof).

1.10 “Party” and “Parties” mean UTA or Licensee, and UTA and Licensee, respectively.

1.11 “Third Person” means any individual, corporation or legal entity other than UTA and Licensee.

1.12 “Track Improvements” mean any and all tracks, rails, ties, switches, frogs, end of track barricades or bumpers and other barricades or bumpers, derail devices, tie plates, spikes, wires, fastenings and any other appurtenances related thereto, drainage structures, grading, ballast, subgrade stabilization, crossings, tunnels, bridges, trestles, culverts, structures, facilities, leads, spurs, turnouts, tails, sidings, signals, crossing protection devices, communications systems or facilities, catenary systems and wires, poles and all other operating and non-operating appurtenances located within the Right of Way.

1.13 “Utility” and “Utilities” mean and include all properties, facilities, utilities, crossings, encroachments, lines and similar appurtenances located within the Right of Way by permissive or prescriptive authority including, but not limited to, pipelines, tubelines, water and gas lines or mains, electrical conduits, ditches and other drainage facilities, wires, fiber optics, communication lines, sewer pipes, overhead wiring and supporting structures and appurtenances, and all similar installations.

1.14 “Work Window” means the time period designated by UTA during which Construction, Maintenance and any other work with respect to the New Crossing within the Right of Way is permissible. UTA may, at any time and at UTA’s sole discretion, determine that the Work Window shall not be concurrent with any passenger or freight operations within the Right of Way.

ARTICLE II GRANT OF LICENSE AND REAL ESTATE USAGE CHARGE

2.1 UTA customarily assesses a standard administrative fee reflecting the clerical, administrative and handling expense incurred in connection with the processing of this Agreement. The standard administrative fee has been waived consistent with the provisions of the Master Interlocal Agreement.

2.2 In consideration of the covenants and agreements to be kept, observed and performed by Licensee hereunder, and subject to the conditions described in this Article II, UTA hereby grants Licensee a license to Construct and Maintain the New Crossing in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated February 20, 2015, approval date March 9, 2015, and marked Exhibit “A” (Exhibit “A” is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

2.2.1 Licensee shall build the New Crossing to the specifications and requirements indicated on the attached print dated April 22, 2016, approval date April 25, 2016 and marked Exhibit “A-2” (Exhibit “A-2” is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

2.2.2 The License granted hereby, and the continuation of the License, is expressly conditioned on the occurrence of the following, within no less than five (5) years from the date hereof:

2.2.2.1 Licensee (or a third party, working with Licensee at Licensee's discretion) shall acquire real property, at Licensee's sole cost and expense, with a width of not less than **200 feet**, to allow for a full rail connection between Tintic and Sharp, from the Tintic at or near approximately West 1600 South (East 4800 South) running southerly to the Sharp, north of Williams Lane, sufficient to allow UTA to construct, operate and maintain Commuter Rail service AND sufficient to allow Union Pacific to construct, operate and maintain freight rail service.

2.2.2.2 Licensee and UTA will cooperate to facilitate Licensee's acquisition of the real property, to be completed in full compliance with applicable Federal and Utah law, including but not limited to, the Utah Relocation Act and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, together with regulations promulgated thereunder.

2.2.3 In the event the conditions described in paragraph 2.2.2 above have not been completed within such five-year period, Licensee shall, within eighteen (18) months and at Licensee's sole cost and expense, upgrade the New Crossing to the plans originally approved as Exhibit "A".

2.3 Licensee acknowledges the plans to close an undocumented crossing at GPS (40.151492, -111.623058) on the Tintic and also a crossing at mile post 746.83 on the Sharp, with the cost of both of such closures to be at Licensee's sole cost and expense. Closure of the crossings shall be final and permanent.

2.4 Notwithstanding the grant of license herein, the New Crossing shall not be opened for vehicular use until the two crossings described in paragraph 2.3 above are closed as per the plans in Exhibit "A".

2.5 The License granted hereby is further conditioned on Licensee obtaining all necessary permission from, and fully complying with, all requirements of the Union Pacific Railroad Company.

ARTICLE III ACCESS TO THE RIGHT OF WAY

3.1 Except in the event of an emergency (as provided in Section 3.2 below), Licensee shall request permission from UTA at least ten days (or such shorter period as may be approved by UTA) prior to performing any Construction or Maintenance in or otherwise materially affecting the Right of Way. Licensee's request to access the Right of Way shall be specific as to the time, date and activities for which Licensee seeks permission. The request shall also include a

summary of the method and manner in which the Construction or Maintenance will be performed. As part of the application process, UTA may require Licensee (and its contractors or other agents seeking access to the Right of Way) to attend any track access coordination meetings, safety training or other instruction as may be deemed necessary by UTA. Once granted, UTA's permission to enter the Right of Way shall be formalized in writing and delivered to Licensee. After permission has been granted, Licensee shall comply with all conditions, instructions and requirements of such permit and with all instructions or directions given by UTA including, if required, daily telephone notification to the applicable rail dispatch center prior to each entry into the Right of Way. All contact with UTA shall be coordinated through the person designated by UTA from time to time as set forth in Article XVI of this Agreement. Provided that Licensee complies with the provisions of this Section, UTA agrees not to unreasonably withhold, condition, or delay its approval of Licensee's request.

3.2 Licensee shall have the right to enter the Right of Way in the event of an emergency to make repairs necessary to protect against imminent and serious injury or damage to persons or property. Licensee shall take all precautions necessary to ensure that such emergency entry does not compromise the safety of any operations conducted in the Right of Way by UTA or Freight Operator. **Licensee must notify the Emergency Access Manager of the emergency access and the work being performed prior to entering the Right of Way.**

ARTICLE IV CONSTRUCTION AND MAINTENANCE OF THE NEW CROSSING

4.1 All Construction and Maintenance with respect to the New Crossing shall be performed to the satisfaction of UTA and in accordance with the conceptual, engineering and/or design plans ("Design Plans") previously approved by UTA and attached hereto as Exhibit "A." All Construction and Maintenance with respect to the New Crossing shall be performed in a workmanlike manner, in compliance with all applicable industry standards and in compliance with the requirements of any applicable Governmental Authority. UTA may impose requirements in addition to or more stringent than industry or legal standards if UTA deems such requirements necessary for the safety of operations conducted in the Right of Way. UTA may also require additional fabrication methods, staging requirements or other precautions. All Construction and Maintenance with respect to the New Crossing shall be performed during the designated Work Window. UTA shall have the right, but not the obligation, to observe any and all work performed in or otherwise materially affecting the Right of Way in connection with the New Crossing to ensure that such work is performed in accordance with the requirements set forth in this Agreement. In its Construction or Maintenance of the New Crossing, Licensee shall not make any material deviation from the Design Plans without UTA's prior written approval. Licensee shall submit to UTA plans setting out the method and manner of handling all work to be performed under the Track Improvements including, without limitation, the shoring and cribbing, if any, required to protect the operations of UTA, the Freight Operator or the owner of any adjacent tracks. Licensee shall not proceed with any such work until Licensee's proposed methods have been approved by UTA.

4.2 Various Utilities exist on, over and under the surface of the Right of Way. Prior to commencing any Construction or Maintenance with respect to the New Crossing, Licensee shall properly investigate and determine the location of all such Utilities. In addition to the required investigation, Licensee shall have all Utilities in the area of the New Crossing "blue-staked" and clearly marked prior to any excavation. Licensee shall make arrangements for the protection of all Utilities and shall commence no excavation, boring or other penetration in the Right of Way until all such protection has been accomplished.

4.3 Fiber optic cable systems may be buried in the Right of Way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone UNION PACIFIC RAILROAD COMPANY during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried near the location of the New Crossing. If so, Licensee will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, make arrangements for relocation or other protection of the fiber optic cable. Licensee shall not commence any work until all such protection and/or relocation (if applicable) have been accomplished. In addition to other indemnity provisions in this Agreement, Licensee shall indemnify, defend and hold the UTA Indemnitees (as defined in Section 8.1 of this Agreement) harmless from and against all Losses arising out of any act or omission of Licensee, its contractors, agents and/or employees, that causes or contributes to: (a) any damage to or destruction of any telecommunications system in the Right of Way; and/or (b) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractors, agents and/or employees in the Right of Way. Licensee shall not have or seek recourse against UTA for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using UTA's property or a customer or user of services of the fiber optic cable on UTA's property.

4.4 Licensee shall be solely responsible for obtaining any property rights, easements, rights of way or other permission from Third Persons (collectively "Third Person Property Rights") as may be necessary to Construct or Maintain the New Crossing including, without limitation, any needed permission from the owner of any adjacent railroad corridor. Licensee shall also be solely responsible for obtaining any necessary franchises, permits or other necessary approvals from Governmental Authorities (collectively "Approvals"). Licensee agrees to pay any and all costs and expenses that may be asserted against UTA relating to such Third Person Property Rights or Approvals, and to assume any and all liability therefore.

4.5 Except as authorized in this Agreement or as may be immediately required for (and only at the actual time of) performance of any Construction or Maintenance contemplated under this Agreement, and then only in full compliance with all clearance standards and other safety requirements, Licensee shall not place, permit to be placed, erect, pile, store, stack, park, suffer or permit any line, building, platform, fence, gate, vehicle, car, pole, or other structure, obstruction, or material of any kind within the Right of Way.

4.6 Licensee shall Construct and Maintain the New Crossing in compliance with all requirements imposed by any Governmental Authority including, without limitation, the requirements of the Federal Railroad Administration, the Occupational Safety and Health Administration and the Utah Department of Transportation. Licensee shall also Construct and Maintain the New Crossing in compliance with all applicable environmental laws. Licensee shall take all suitable precautions to prevent any interference with the operation of the Track Improvements or any other UTA or Third Person installations or facilities. If the New Crossing for any reason causes interference with the operation of Track Improvements or any other UTA or Third Person installations or facilities, Licensee shall, upon notification by UTA and at Licensee's sole cost and expense, take such action as may be necessary to eliminate the interference including, without limitation, the removal of the New Crossing.

4.7 If, in connection with the performance of any Construction or Maintenance work, Licensee or its Contractor damages any Track Improvements, Utilities, or any other facilities, Licensee shall repair or replace such facilities with the same or similar materials, if available, as reasonably required by the UTA, consistent with applicable Federal and State laws and regulations and to the satisfaction of the UTA.

4.8 Upon completion of any Construction or Maintenance relating to the New Crossing, Licensee shall restore the surface of the Right of Way to its prior condition including, but not limited to, replacing any soil that was removed and thoroughly compacting it level with the adjacent surface of the ground and restoring any fences or other property that Licensee disturbed or removed from the Right of Way.

4.9 If a contractor is to perform any Construction or Maintenance contemplated in this Agreement, then the Licensee shall cause its contractor to comply with all applicable provisions of this Agreement. Additionally, Licensee shall require its contractor to execute UTA's form Contractor's Right of Entry Agreement (the "Contractor Agreement"). Any and all contractors used by Licensee in the Construction or Maintenance of the New Crossing are subject to the approval of UTA, which approval shall not be unreasonably withheld, conditioned or delayed.

4.10 If Licensee fails to notify UTA a minimum of 10 days before the initial installation of the New Crossing or if Licensee's Contractor fails to obtain a Contractor Agreement, Licensee agrees to pay UTA an additional **\$3,000** as a fee for the initial inspection of the New Crossing, together with any other additional fees incurred by UTA to verify that the New Crossing was installed as per the approved plans. If the New Crossing was not installed in the approved location, and with the approved materials, as described in the approved plans, Licensee agrees to remove the New Crossing and reinstall it according to the approved plans at Licensee's sole cost and expense.

ARTICLE V CONSTRUCTION OBSERVATION BY UTA – LICENSEE TO BEAR ALL COSTS

In the event that UTA, in its sole discretion, determines that any inspectors (technical or special), monitors, observers, safety personnel, flaggers or other persons are required given the nature of the Construction or Maintenance to be performed, UTA may, at its sole discretion, provide such personnel and Licensee shall, within 30 days, reimburse UTA for the reasonable costs thereby incurred.

ARTICLE VI LICENSEE TO BEAR ALL COSTS RELATED TO NEW CROSSING

Licensee shall be solely responsible for any and all costs incurred with respect to any Construction, Maintenance or other work related to the New Crossing. Such costs shall include, without limitation, the cost of any modifications to UTA's Track Improvements and other facilities that may be necessary to accommodate or facilitate the New Crossing.

ARTICLE VII SUBORDINATION OF RIGHTS GRANTED - RELOCATION OF NEW CROSSING

7.1 The rights granted pursuant to this Agreement shall be subject and subordinate to the prior and continuing right and obligation of UTA to fully use the Right of Way, including the

right and power of UTA to construct, maintain, repair, renew, use, operate, modify, or relocate new or existing Track Improvements upon, along, above, or across any or all parts of the Right of Way and other UTA property, all or any of which may be freely done at any time or times by UTA without liability to Licensee for compensation or damages. The grant of license for the New Crossing is made without covenants of title or quiet enjoyment. UTA makes no warranties, either express or implied, regarding the nature, extent or status of its title to the Right of Way or regarding the existence or nonexistence of Third Person rights which may be superior to the license granted pursuant to this Agreement.

7.2 Licensee shall, at its sole cost and expense and within 30 days after receipt of written notice from UTA, modify the New Crossing, relocate all or any portion of the New Crossing to such new location in the Right of Way as UTA may designate, or (if neither modification nor relocation is practicable) remove the New Crossing entirely from the Right of Way whenever, in furtherance of its needs and requirements, UTA shall find such action necessary or desirable. All the terms, conditions and stipulations herein expressed with reference to the New Crossing on UTA's property in the location described herein shall, so far as the New Crossing remains on UTA property, apply to the New Crossing as modified or relocated pursuant to this Section. Licensee shall not be entitled to any damages or other compensation as the result of UTA's exercise of its rights under this paragraph. UTA agrees to exercise its rights under this Section in good faith.

7.3 The foregoing grant is also subject to the outstanding superior rights previously conveyed or granted to Third Parties by UTA, or its predecessors in interest, and the right of UTA to renew and extend the same.

ARTICLE VIII INDEMNITY AND RELEASE

8.1 As additional consideration for this Agreement, Licensee agrees to protect, defend, release, indemnify and hold harmless UTA, and any affiliates, successors, contractors, officers, directors, agents and employees of UTA (the "UTA Indemnitees") from and against any and all Losses proximately caused by: (a) the prosecution of any work contemplated by this Agreement by Licensee, or any employees, principals, contractors or agents of Licensee, including, without limitation, the Construction or Maintenance of the New Crossing, or any portion thereof; (b) the presence, operation or use of the New Crossing or any portion thereof; or (c) Licensee's breach of any provision of this Agreement.

8.2 Licensee acknowledges that the Right of Way may be subject to prospective purchaser agreements and covenants not to sue that UTA has entered with the Utah Department of Environmental Quality and the United States Environmental Protection Agency. Pursuant to such agreements, UTA is required to characterize any excavated soil that appears to contain (or has the potential to contain) Hazardous Materials and to handle and dispose of any such soil in compliance with applicable state and federal laws. Under these agreements, UTA is not required to excavate any soil except as required for its rail construction activities within its Right of Way. Accordingly, any excavation contemplated in this Agreement exposes UTA to potential environmental liability that would not otherwise be present. As consideration for the rights granted to Licensee hereunder, Licensee agrees to assume all potential liability and responsibility for, and to indemnify and hold UTA harmless with respect to, any Losses related to the characterization and removal of any Hazardous Materials discovered during the performance of any Construction or Maintenance. Licensee agrees to perform any such characterization and removal in full compliance with all applicable state and federal environmental laws.

8.3 Licensee hereby releases UTA from, and agrees not to seek recourse against UTA with respect to, any claims, damages, fees, expenses or other losses proximately caused by Third Persons including, without limitation, Third Persons having licenses or other interests in the Right of Way.

8.4 The provisions of this Article shall survive the termination of this Agreement.

ARTICLE IX CLAIMS AND LIENS FOR LABOR AND MATERIALS; TAXES

9.1 Licensee shall fully pay for all materials joined or affixed to the Right of Way in connection with the New Crossing, and for all labor performed with respect to the New Crossing. Licensee shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee.

9.2 Licensee shall promptly pay or discharge all taxes, charges and assessments assessed or levied upon, in respect to, or on account of the New Crossing to prevent the same from becoming a charge or lien upon the Right of Way and so that any taxes, charges and assessments levied upon or with respect to such property shall not be increased because of the New Crossing, appliances, or fixtures connected therewith.

ARTICLE X TERMINATION

10.1 UTA may terminate this Agreement if: (a) Licensee ceases to use the New Crossing in an active and substantial way for any continuous period of 1 year; (b) Licensee continues in default with respect to any provision of this Agreement for a period of 30 days after UTA delivers written notice to Licensee identifying the nature of Licensee's breach of this Agreement; provided, however that if the nature of Licensee's breach is such that it cannot be cured within such 30-day period, Licensee shall not be deemed in default if Licensee commences to cure the breach within 30 days and thereafter diligently continues to remedy the breach; or (c) Licensee removes the New Crossing from the Right of Way.

10.2 In addition to the provisions of Section 10.1, either Party may terminate this Agreement upon delivery of 360 days written notice to the other Party, with or without cause.

10.3 Termination of this Agreement for any reason shall not affect any of the rights, obligations or liabilities that have accrued prior to or concurrent with such termination.

ARTICLE XI INSURANCE

11.1 During the life of this Agreement, Licensee shall, at its sole cost and expense, obtain and maintain the insurance described in Exhibit "B" (Exhibit "B" is attached hereto and hereby incorporated into and made a part of this Agreement by reference). Licensee will also provide to UTA a Certificate of Insurance, identifying UTA Contract Number TI/U/6045/G issued by its insurance carrier confirming the existence of such insurance and indicating that the policy or policies contain the following endorsement:

“Utah Transit Authority is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with an at-grade rail crossing located on railroad right of way at GPS (40.148280, -111.627186) at or near Springville City, Utah County, Utah”

11.2 Failure to maintain insurance as required shall entitle, but not require UTA to terminate this License immediately.

11.3 If Licensee is a public entity subject to any applicable statutory governmental immunity laws, the limits of insurance described in Exhibit “B” shall be the limits the Licensee then has in effect or that are required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of UTA. Licensee does not waive any of its rights of entitlements to governmental immunity and limitations on liability to Third Persons under the Utah Governmental Immunity Act.

11.4 Licensee hereby acknowledges that it has reviewed the requirements of Exhibit “B”, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the New Crossing which is the subject of this Agreement.

ARTICLE XII REMOVAL OF NEW CROSSING UPON TERMINATION OF AGREEMENT

Upon termination of this Agreement howsoever, Licensee shall, at Licensee’s sole cost and expense, remove the New Crossing from the Right of Way and shall restore, to the satisfaction of UTA, such portions of the Right of Way to at least as good a condition as such were in at the time that Licensee first entered the Right of Way. If Licensee fails to do the foregoing within a reasonable time, UTA may, at its option, perform such removal and restoration work at the expense of Licensee. Licensee shall reimburse UTA for the costs incurred in any restoration or removal work performed under this Article within 30 days after receipt of the bill therefore. In the event UTA removes the New Crossing pursuant to this Article, UTA shall in no manner be liable to the Licensee for any damage sustained by Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any other right of action, including the recovery of damages, that UTA may have against the Licensee. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE XIII ASSIGNMENT

Licensee may not assign this Agreement, in whole or in part, or any rights herein granted, without UTA’s written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Licensee may assign this Agreement and its rights hereunder as part of a sale to any entity that: (a) is a corporate parent to Licensee; (b) is merged or consolidated with Licensee; or (c) that purchases substantially all of the assets or capital stock of Licensee provided, however, that in any of the above instances such entity seeking an assignment under this Article must, as a condition to such assignment, assume all terms and conditions of this Agreement without limitation.

**ARTICLE XIV
SUCCESSORS AND ASSIGNS**

Subject to the provisions of Article XIII, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors and assigns.

**ARTICLE XV
SEVERABILITY**

This Agreement is executed by the Parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division hereof shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

**ARTICLE XVI
NOTICES**

Except as specifically provided elsewhere in this Agreement, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the addresses set forth herein. Addresses for notice may be changed by giving ten (10) days written notice of the change in the manner set forth herein.

If to UTA:

Utah Transit Authority
Attn: Property Management
669 West 200 South
Salt Lake City, UT 84101

With a Copy to:

Utah Transit Authority
Attn: General Counsel
P.O. Box 30810
Salt Lake City, UT 84130-0810

If to Licensee:

Springville City Corp.
Attn: City Manager
110 S Main Street
Springville City, UT 84663

**ARTICLE XVII
NO IMPLIED WAIVER**

The waiver by UTA of the breach by Licensee of any condition, covenant or agreement herein contained shall not impair any future ability of UTA to avail itself of any remedy or right set

forth in this Agreement. Neither the right of supervision by UTA, nor the exercise or failure to exercise such right, nor the approval or failure to disapprove, nor the election by UTA to repair or reconstruct all or any part of the work contemplated by this Agreement shall be deemed a waiver of any of the obligations of Licensee contained or set forth in this Agreement.

**ARTICLE XVIII
ENTIRE AGREEMENT - COUNTERPARTS**

This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by the authorized representatives of each Party. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

**ARTICLE XIX
FORUM SELECTION AND CHOICE OF LAW**

This Agreement shall be construed and interpreted under the laws of the State of Utah and the parties agree that any action or proceeding brought concerning this Agreement may be brought only in the courts of Salt Lake County, Utah, and each party hereto hereby consents to the jurisdiction of such courts.

**ARTICLE XX
SPECIAL PROVISIONS**

Special provisions, if any, are included in the attached Exhibit "C" (Exhibit "C" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

The remainder of the page intentionally left blank.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

Reviewed and Approved as to Form for UTA

UTA Engineering

UTA Legal

UTAH TRANSIT AUTHORITY

By: _____
Paul Edwards
Senior Program Manager

By: _____
Mailia Lauto'o
Manager, Property Administration

**LICENSEE
Springville City Corporation**

By: _____
Jeff Anderson
City Engineer

ATTEST:

By: _____

City Recorder

EXHIBIT "A"
ORIGINALLY APPROVED DESIGN PLANS

[Insert engineering drawings showing the proposed crossing including proposed construction methods, shoring and cribbing requirements and milepost location]

EXHIBIT "A-2"
ALTERNATIVE DESIGN PLANS

[Insert engineering drawings showing the proposed crossing including proposed construction methods, shoring and cribbing requirements and milepost location]

**EXHIBIT “B”
INSURANCE REQUIREMENTS**

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance:** Policy providing coverage for death, personal injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. The policy shall contain broad form contractual liability insurance covering the indemnity obligations assumed by Licensee in the Agreement. Exclusions for railroads (except where the New Crossing is in all places more than 50 feet from any railroad tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed. Coverage provided on a “claims made” form shall provide for at least a two-year extended reporting and discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
- a. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site.
- B. **Automobile Liability Insurance:** Policy providing bodily injury, property damage and uninsured vehicles coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the commercial general liability insurance.
- C. **Worker’s Compensation and Employer’s Liability Insurance:** Policy covering Licensee’s statutory liability under the laws of the State of Utah. If Licensee is self-insured, evidence of State approval must be provided.
- D. **Railroad Protective Liability Insurance:** During Construction and Maintenance within 50 feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee’s Contractor must maintain “Railroad Protective Liability” insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.
- a. If the Licensee and/or Licensee’s Contractor is not enrolling for this coverage under UTA’s blanket RRPLI program, the policy provided must have the definition of “JOB LOCATION” AND “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement.
- E. **Umbrella or Excess Insurance:** If Licensee utilizes umbrella or excess policies, and these policies must “follow form” and afford no less coverage than the primary policy.

F. Other Insurance Provisions:

- a. Licensee and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Licensee's insurance shall be primary with respect to any insurance carried by UTA. Licensee will furnish UTA at least 30 days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- b. The required insurance policy(ies) shall be written by a reputable insurance company with a current AM Best's Insurance Guide Rate of A better, or as may otherwise be acceptable to UTA. Such insurance company shall be authorized to transact business in the State of Utah.
- c. The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UTA shall not be limited by the amount of the required insurance coverage.

**SUBMITTING REQUESTS FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE**
(\$2,000,000 per occurrence/ \$6,000,000 aggregate)

Application forms for inclusion in Utah Transit Authority's Blanket Railroad Protective Liability Insurance Policy may be obtained from a Property Administrator.

If you have questions regarding railroad protective insurance (i.e. premium quotes, application) please contact David Pitcher at:

Phone: (801) 287-2371
Email: dcpitcher@rideuta.com

Send Checks and Applications to the following address:

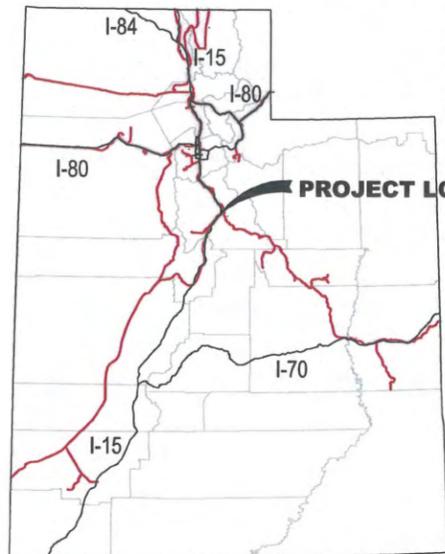
Utah Transit Authority
Attn: David Pitcher
3600 South 700 West
P.O. Box 30810
Salt Lake City, UT 84130-0810

EXHIBIT “C”
SPECIAL PROVISIONS

1. Licensee or Licensee’s contractor must contact Union Pacific Railroad to gain access to UTA property. The contact person for Union Pacific Railroad is Lance Kippen 303-405-5039.
 - a. Union Pacific coordination is required; flagging and/or special inspection requirements invoiced and/or required by Union Pacific will be the responsibility of the Licensee to satisfy.

SPRINGVILLE 950 W 1350 S RAILROAD CROSSING

STATE OF UTAH **TINTIC INDUSTRIAL LEAD MILEPOST 1.27 CROSSING # 968062Y**
TOWNSHIP 8 SOUTH RANGE 3 EAST



LEGEND
 — RAILROAD
 — MAJOR HIGHWAY
 — COUNTY LINE



- LEGEND**
- EXISTING EDGE OF ASPHALT
 - - - X - - - EXISTING FENCE
 - - - X - - - PROPOSED CHANNELIZING FENCE
 - - - O - - - PROPOSED 6' CHAIN LINK FENCE
 - - - W - - - EXISTING WATER LINE
 - - - G - - - EXISTING GAS LINE
 - - - UP - - - EXISTING UNDERGROUND POWER
 - - - IRR - - - EXISTING IRRIGATION LINE
 - - - SS - - - EXISTING SANITARY SEWER LINE
 - - - UT - - - EXISTING TELEPHONE/COMMUNICATIONS LINE
 - - - FO - - - EXISTING FIBER OPTIC LINE
 - - - RIGHT OF WAY/PROPERTY LINE
 - PROPOSED PAVEMENT WORK
 - EXCAVATION (NO ASPHALT)
 - ▨ SIDEWALK/CURB & GUTTER REMOVAL AREA
 - ▩ ROADWAY EXCAVATION INCLUDING ASPHALT
 - ▧ ASPHALT ONLY REMOVAL AREA
 - ▦ PROPOSED SOD TOPSOIL
 - ▤ PROPOSED GEOTEXTILE WEED BARRIER, 3" MINUS DECORATIVE ROCK
 - ▥ DETECTABLE WARNING SURFACE
 - ▣ CRUSHED GRAVEL
 - ▢ INCIDENTAL EXCAVATION
 - ⊗ PROPOSED RAILROAD CROSSING SIGN
 - ⊙ PROPOSED LUMINAIRE
 - EXISTING CONTOUR LINES
 - ⊕ SURVEY CONTROL POINT

SHEET INDEX		
SHEET No.	SHEET TITLE	DESCRIPTION
1	G001	COVER
2	G002	TINTIC INDUSTRIAL LEAD CROSSING CLOSURE VICINITY MAP
3	G003	SHARP SUBDIVISION CROSSING CLOSURE VICINITY MAP
4	CD101	DEMOLITION/REMOVAL PLAN
5	CP101	ROADWAY PLAN & PROFILE
6	CG101	GRADING PLAN
7	PM101	PAVEMENT MARKING PLAN
8	CP501	ROAD SECTION & DETAILS
9	CP502	DETAILS
10	CP503	DETAILS
11	CP504	DETAILS
12	CP505	DETAILS
13	CP506	DETAILS
14	CP507	DETAILS

SURVEY CONTROL TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	7222440.94	1605022.66	4533.82	CP1
9000	7223268.70	1602845.19	4504.60	SEC 5 NW COR
9001	7223293.41	1605540.23	4519.08	SEC 5 N COR
9002	7223317.46	1608135.09	4541.82	SEC 5 NE COR

DC
4/25/16

100% PLANS

P:\14235F Springville City-950 W 1350 S at Grade RR Crossing\Drawings\X-RC Springville Design.dwg, 4/22/2016 5:19:49 PM, lbass

NO.	DATE	DESCRIPTION

IF THE ABOVE SCALE BAR DOES NOT MEASURE 1-INCH IN LENGTH DO NOT USE THIS DRAWING FOR SCALING PURPOSES. DIMENSIONS AND MEASUREMENTS SPECIFIED IN THE DRAWING TAKE PRECEDENCE TO SCALED MEASUREMENTS.

THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF CRS ENGINEERS AND IS NOT TO BE REPRODUCED, MODIFIED OR USED FOR ANY OTHER PROJECT OR EXTENSION OF THIS PROJECT EXCEPT BY AGREEMENT WITH CRS ENGINEERS.

© 2015

PRINCIPAL: D. EYRE
 PROJECT MANAGER: M. COLLIER
 CHECKED BY: C. NELSON
 DRAWN BY: B. MILLER
 DRAWING SCALE: AS SHOWN
 ISSUE DATE: APRIL 22, 2016

CALDWELL RICHARDS SORENSEN
 ANSWERS TO INFRASTRUCTURE

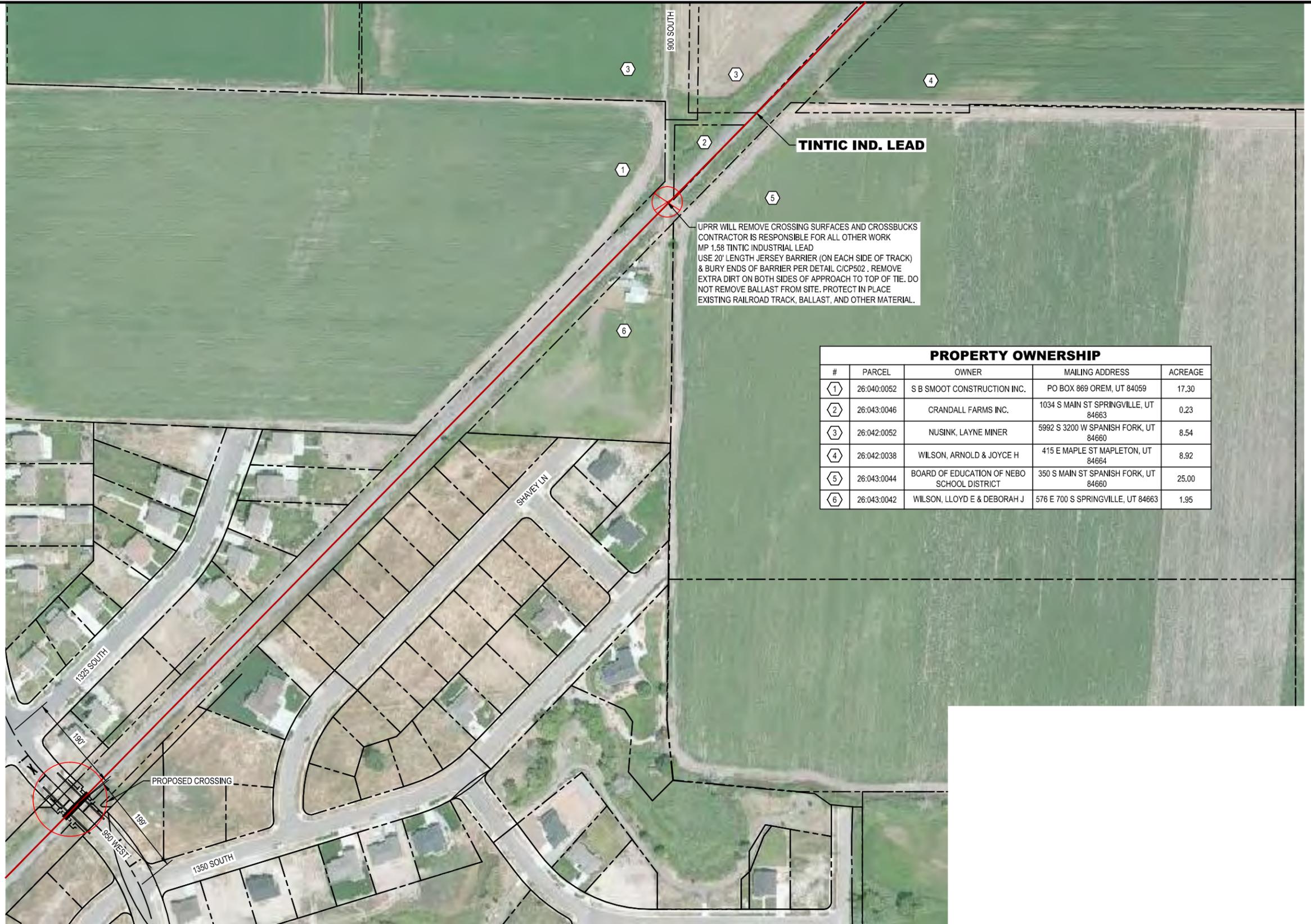
FARMINGTON OFFICE:
 PO BOX 280
 160 S MAIN, STE. 200
 FARMINGTON, UTAH 84025
 PHONE: 801.939.5565
 FAX: 801.359.4272
 www.crsengineers.com

SPRINGVILLE CITY
 950 W 1350 S RAILROAD CROSSING, # 968062Y
 COVER

SPRINGVILLE



PROJECT NUMBER	14235F
SHEET	1
OF	14
SHEET NUMBER	G001



UPRR WILL REMOVE CROSSING SURFACES AND CROSSBUCKS
 CONTRACTOR IS RESPONSIBLE FOR ALL OTHER WORK
 MP 1.58 TINTIC INDUSTRIAL LEAD
 USE 20' LENGTH JERSEY BARRIER (ON EACH SIDE OF TRACK)
 & BURY ENDS OF BARRIER PER DETAIL C/CP502 . REMOVE
 EXTRA DIRT ON BOTH SIDES OF APPROACH TO TOP OF TIE. DO
 NOT REMOVE BALLAST FROM SITE. PROTECT IN PLACE
 EXISTING RAILROAD TRACK, BALLAST, AND OTHER MATERIAL.

PROPERTY OWNERSHIP				
#	PARCEL	OWNER	MAILING ADDRESS	ACREAGE
1	26:040:0052	S B SMOOT CONSTRUCTION INC.	PO BOX 869 OREM, UT 84059	17.30
2	26:043:0046	CRANDALL FARMS INC.	1034 S MAIN ST SPRINGVILLE, UT 84663	0.23
3	26:042:0052	NUSINK, LAYNE MINER	5992 S 3200 W SPANISH FORK, UT 84660	8.54
4	26:042:0038	WILSON, ARNOLD & JOYCE H	415 E MAPLE ST MAPLETON, UT 84664	8.92
5	26:043:0044	BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT	350 S MAIN ST SPANISH FORK, UT 84660	25.00
6	26:043:0042	WILSON, LLOYD E & DEBORAH J	576 E 700 S SPRINGVILLE, UT 84663	1.95

100% PLANS

NO.	REVISION	DATE

IF THE ABOVE SCALE BAR DOES NOT MEASURE 1-INCH IN LENGTH, DO NOT USE THIS DRAWING FOR SCALING PURPOSES. DIMENSIONS AND MEASUREMENTS SPECIFIED IN THE DRAWING TAKE PRECEDENCE TO SCALED MEASUREMENTS.
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 © 2015

DESIGNED BY: D. EYRE
 PROJECT MANAGER: M. COLLIER
 CHECKED BY: C. NELSON
 DRAWN BY: B. MILLER
 DRAWING SCALE: AS SHOWN
 ISSUE DATE: APRIL 22, 2016

CALDWELL RICHARDS SORENSEN
 ANSWERS TO INFRASTRUCTURE

CRS

FARMINGTON OFFICE:
 PO Box 280
 160 S MAIN, STE. 200
 FARMINGTON, UTAH 84025
 PHONE: 801.939.5565
 FAX: 801.359.4272
 www.crsengineers.com

SPRINGVILLE CITY
 950 W 1350 S RAILROAD CROSSING, #968062Y
 TINTIC INDUSTRIAL LEAD CROSSING CLOSURE VICINITY MAP

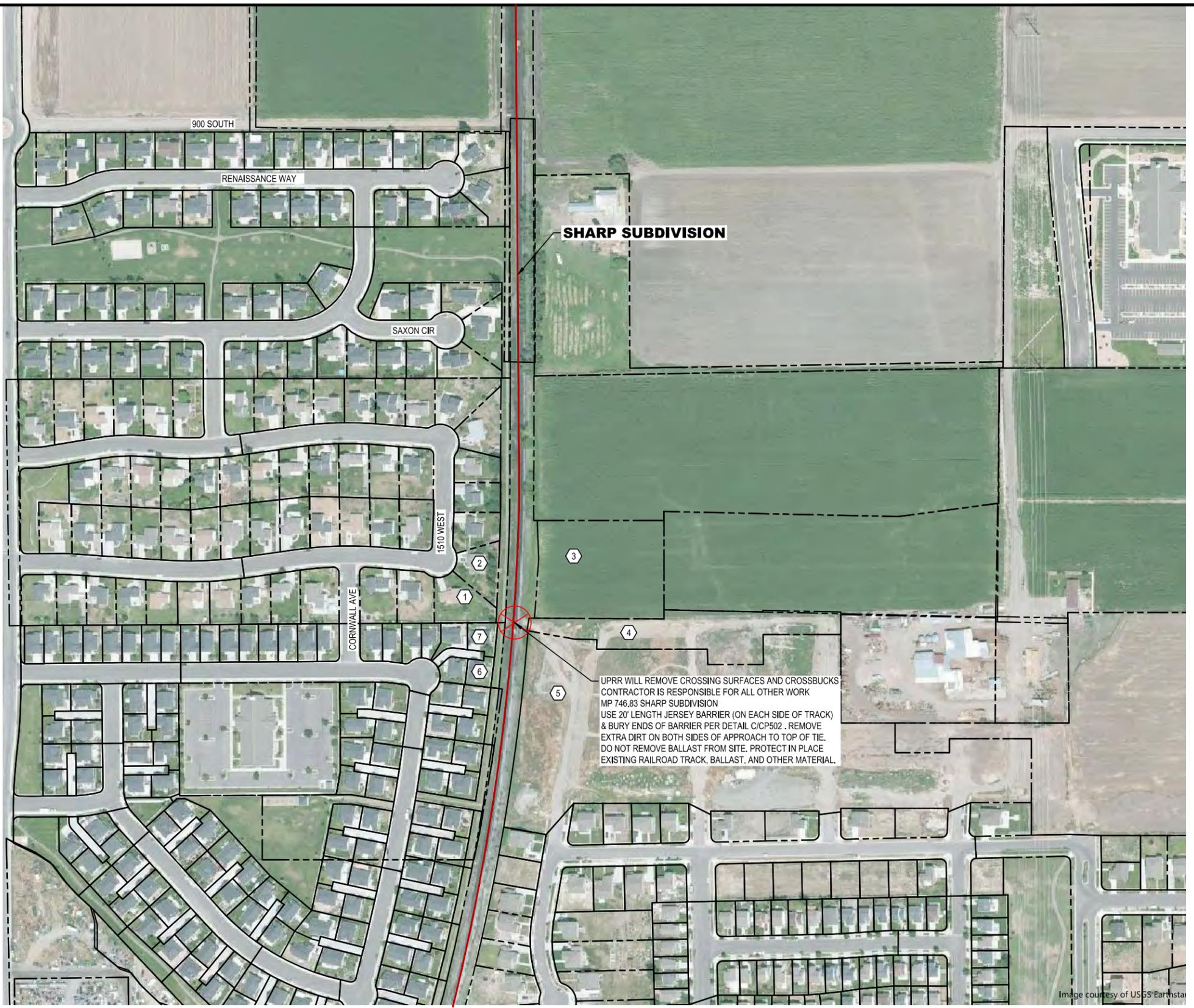
SPRINGVILLE



PROJECT NUMBER	14235F	
SHEET	2	OF 14
SHEET NUMBER	G002	

UTAH

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PROPERTY OWNERSHIP

#	PARCEL	OWNER	MAILING ADDRESS	ACREAGE
①	55:491:0020	SALISBURY INVESTMENTS LLC	494 W 1300 N SPRINGVILLE, UT 84663	0.39
②	55:491:0019	ORTIZ, VICTOR MANUEL & NORA	1121 S 1510 W SPRINGVILLE, UT 84663	0.31
③	26:047:0014	SUMSION, ELVIN GENE & THOMAS CRAIG	4477 S 940 E SPRINGVILLE, UT 84663	2.06
④	43:217:0002	THE MEADOWS @ JESSIE'S BROOK LLC	11650 S STATE ST # 300 DRAPER, UT 84020	1.62
⑤	43:217:0002	THE MEADOWS @ JESSIE'S BROOK LLC	11650 S STATE ST # 300 DRAPER, UT 84020	11.06
⑥	65:088:0027	INSIXIENGMAY, SANGVANE	1510 W 1200 S SPRINGVILLE, UT 84663	0.12
⑦	65:088:0026	GARRARD, STEVEN T & JUDY	1512 W 1200 S SPRINGVILLE, UT 84663	0.15

Image courtesy of USGS Earthstar

100% PLANS

NO.	DATE	DESCRIPTION

IF THE ABOVE SCALE BAR DOES NOT MEASURE 1-INCH IN LENGTH, DO NOT USE THIS DRAWING FOR SCALING PURPOSES. DIMENSIONS AND MEASUREMENTS SPECIFIED IN THE DRAWING TAKE PRECEDENCE TO SCALED MEASUREMENTS.
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 © 2015

PROJECT: D. EYRE
 PROJECT NUMBER: M. COLLIER
 CHECKED BY: C. NELSON
 DRAWN BY: B. MILLER
 DRAWING SCALE: AS SHOWN
 ISSUE DATE: APRIL 22, 2016



FARMINGTON OFFICE:
 PO Box 280
 160 S MAIN, STE. 200
 FARMINGTON, UTAH 84025
 PHONE: 801.939.5565
 FAX: 801.359.4272
 www.crsengineers.com

SPRINGVILLE CITY
 950 W 1350 S RAILROAD CROSSING, # 968062Y
 SHARP SUBDIVISION CROSSING CLOSURE VICINITY MAP



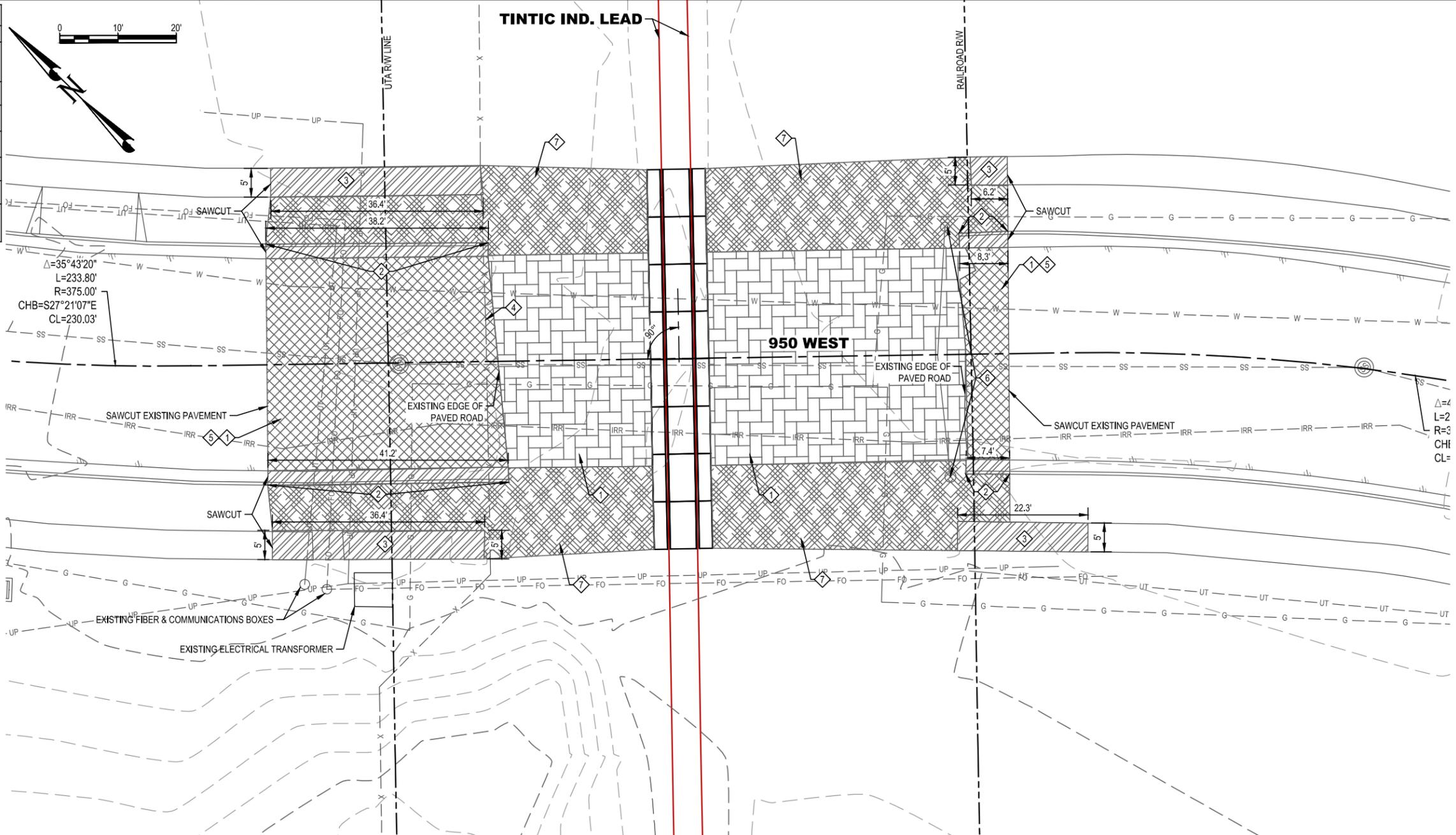
PROJECT NUMBER: 14235F
 SHEET: 3 OF 14
 SHEET NUMBER: G003

UTAH

SPRINGVILLE

KEY NOTES

ITEM	DESCRIPTION	UNIT	QUANTITY
1	ROADWAY EXCAVATION AND DISPOSAL (FOR PAVEMENT SECTION 26 INCHES THICK, NO ASPHALT PLAN QUANTITY)	SY	475
2	SAWCUT & REMOVE CONCRETE CURB & GUTTER	LF	100
3	REMOVE CONCRETE SIDEWALK (SAWCUT AT NEAREST JOINT AND REMOVE)	SY	60
4	REMOVE EXISTING CHAIN LINK FENCE/GATE/FENCE SIGNS	LF	75
5	REMOVE EXISTING ASPHALT	SY	200
6	REMOVE BOLLARD/BARRICADE POSTS & CHAINS	LS	1
7	EXCAVATION (INCIDENTAL TO CONCRETE/ LANDSCAPE WORK, NO ADDITIONAL PAY) THICKNESS VARIES	SY	318



$\Delta=35^{\circ}43'20''$
 $L=233.80'$
 $R=375.00'$
 $CHB=S27^{\circ}21'07''E$
 $CL=230.03'$

$\Delta=4$
 $L=3$
 $R=3$
 CHI
 $CL=$

- NOTES:**
- CONTRACTOR IS RESPONSIBLE FOR NOTIFYING UPRR AND UTA PRIOR TO COMMENCING WORK. ANY WORK WITHIN 25' OF THE TRACK CENTERLINE WILL NEED TO BE DONE WITH A FLAGGER ON SITE. CONTRACTOR IS RESPONSIBLE TO ARRANGE AND PAY FOR THE FLAGGER.
 - CONTRACTOR IS RESPONSIBLE TO OBTAIN RAILROAD PROTECTIVE LIABILITY INSURANCE AND ANY OTHER INSURANCE REQUIRED BY UPRR AND UTA PRIOR TO COMMENCING WORK.
 - CONTRACTOR IS RESPONSIBLE FOR NOTIFYING UTA PRIOR TO COMMENCING WORK. ANY WORKER WITHIN THE UTA RIGHT OF WAY NEEDS TO TAKE THE ROADWAY WORKER PROTECTION TRAINING CLASS OFFERED BY UTA PRIOR TO ANY WORK WITHIN UTA RIGHT-OF-WAY.
 - CONTRACTOR IS RESPONSIBLE TO PROTECT ALL EXISTING UTILITIES IN PLACE EXCEPT WHERE MODIFICATIONS ARE IDENTIFIED. IF A UTILITY CONFLICT IS ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE CITY AND WORK WITH THE CITY TO RESOLVE.
 - CONTRACTOR SHALL TAKE OWNERSHIP OF ALL DEMOLISHED/REMOVED MATERIALS AND SHALL BE RESPONSIBLE TO REMOVE THEM FROM THE SITE AND DISPOSE OF THEM IN A LEGAL MANNER AND LOCATION.
 - EXISTING CURB & GUTTER THAT IS TO REMAIN IN PLACE MUST BE AT LEAST 4 FT IN LENGTH, OTHERWISE, SAWCUT AT THE NEAREST JOINT.

100% PLANS

P:\14235F Springville City-950 W 1350 So at Grade RR Crossing\Drawings\X-RC Springville Design.dwg, 4/22/2016 5:20:01 PM, lbass

NO.	REVISION	DATE

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PRINCIPAL: D. EYRE
 PROJECT MANAGER: M. COLLIER
 CHECKED BY: C. NELSON
 DRAWN BY: B. MILLER
 DRAWING SCALE: AS SHOWN
 ISSUE DATE: APRIL 22, 2016

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SPRINGVILLE CITY
 950 W 1350 S RAILROAD CROSSING, # 968062Y
 DEMOLITION/REMOVAL PLAN

SPRINGVILLE

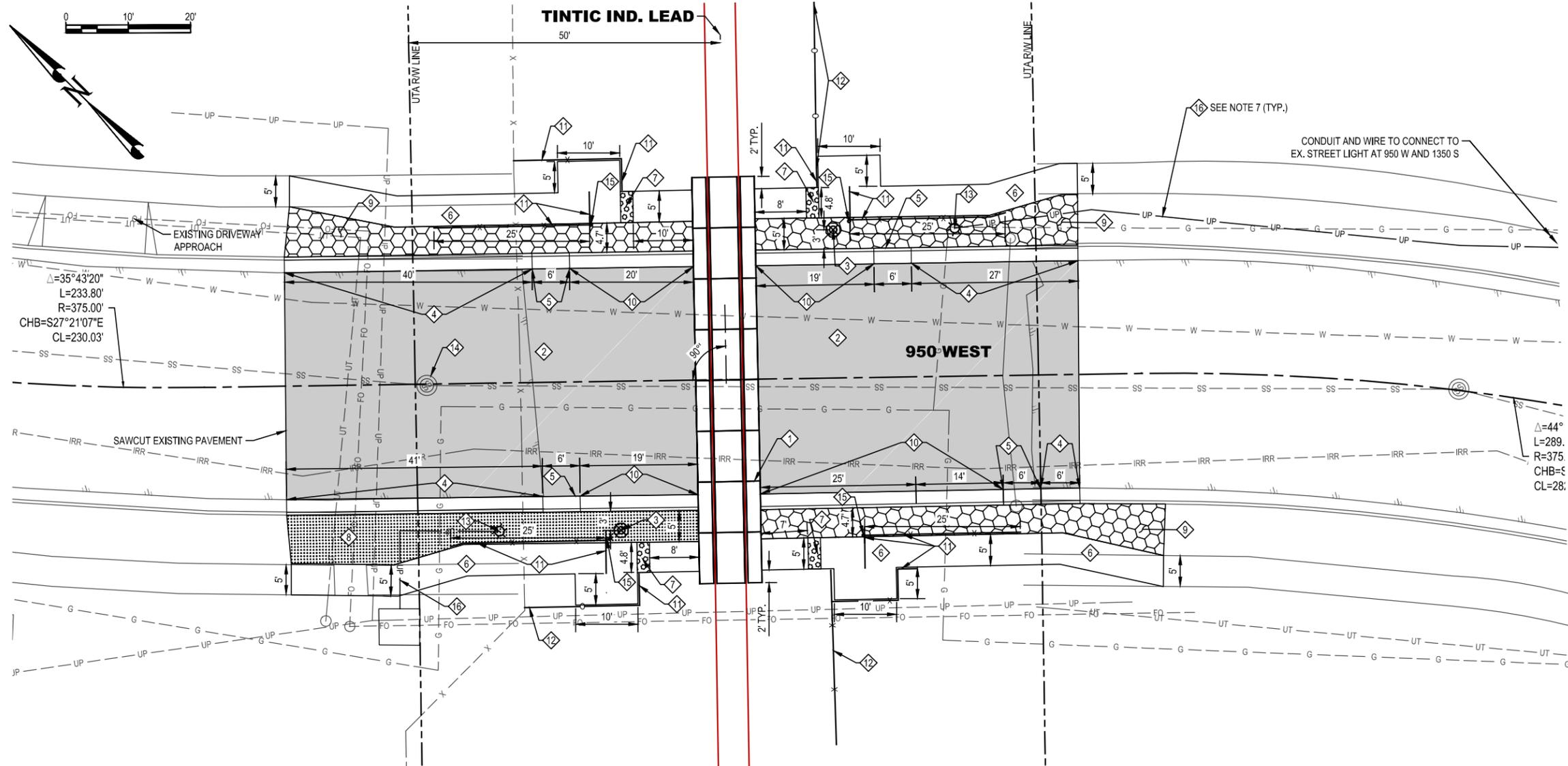


PROJECT NUMBER	14235F
SHEET	4 OF 14
SHEET NUMBER	CD101

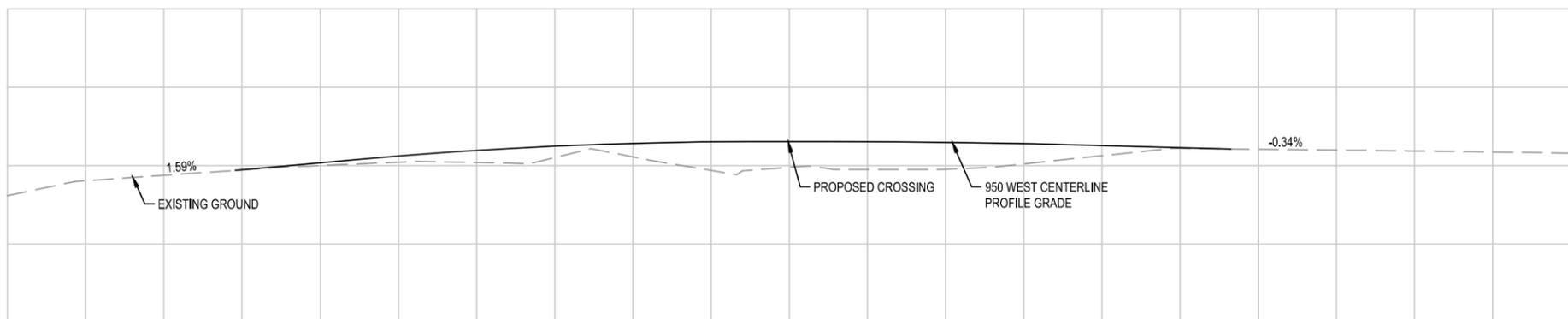
UTAH

KEY NOTES

ITEM	DESCRIPTION	UNIT	QTY
1	INSTALL PRECAST CONCRETE PANELS FOR 10' WOOD TIES PER DETAILS A/CP502, & A/CP503, RETROFIT NEW TIES AS NECESSARY (BY UPRR)	TRACK FOOT	64
2	INSTALL NEW PAVEMENT SECTION - 3" HMA (85 TONS), 8" BASE COURSE (PLAN QUANTITY 110 CY), 18" IMPORTED GRANULAR FILL (PLAN QUANTITY 260 CY) SEE DETAIL A/CP501	SF	4,275
3	INSTALL RAILROAD CROSSING SIGN WITH SOLAR-POWERED FLASHING STOP SIGN, SEE DETAIL A/CP504	EA	2
4	INSTALL CONCRETE CURB & GUTTER TYPE E (6" THICK BASE COURSE) PER DETAIL C/CP501	LF	115
5	INSTALL CONCRETE CURB & GUTTER TRANSITIONS PER DETAIL B/CP502	LF	24
6	INSTALL CONCRETE SIDEWALK 6" THICK (BASE COURSE 4" THICK)	SF	1,450
7	INSTALL DETECTABLE WARNING SURFACE PER DETAIL B/CP506	EA	4
8	INSTALL CONTRACTOR FURNISHED TOPSOIL (4" THICK), TURF SOD, INSTALL IRRIGATION SPRINKLERS	SY	45
9	INSTALL GEOTEXTILE - WEED BARRIER (DEWITT PRO 5 OR EQUIVALENT), INSTALL 3" MINUS DECORATIVE ROCK (MIN 6" THICK), PROTECT IN PLACE ANY EXISTING TREES	SY	110
10	INSTALL CONCRETE VALLEY GUTTER (6" THICK BASE COURSE) PER DETAIL D/CP502	LF	100
11	INSTALL 43" CHAIN LINK CHANNELING FENCE PER DETAIL A/CP501 & A/CP505	LF	200
12	INSTALL 6" CHAIN LINK FENCE B/CP501	LF	45
13	SPRINGVILLE CITY POWER TO INSTALL LUMINAIRES	EA	2
14	RAISE OR LOWER MANHOLE TO GRADE	EA	1
15	INSTALL "LOOK" SIGN PER DETAIL A/CP504	EA	4
16	INSTALL 2" PVC CONDUIT AND 2-SINGLE CONDUCTOR NO. 6 AWG STRANDED WIRES TYPE RHH-USE2-RHW2 AND BARE COPPER GROUND WIRE NO. 6 AWG	LF	200



- NOTES:**
- CONTRACTOR IS RESPONSIBLE TO PROTECT ALL EXISTING UTILITIES IN PLACE EXCEPT WHERE MODIFICATIONS ARE IDENTIFIED. IF A UTILITY CONFLICT IS ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE CITY AND WORK WITH THE CITY TO RESOLVE.
 - COORDINATES AND ELEVATIONS FOR PROPOSED IMPROVEMENTS ARE FOUND IN THE POINTS TABLE ON SHEET CG101.
 - COORDINATE WITH CITY REGARDING COLOR AND SIZE OF DECORATIVE ROCK TO MATCH EXISTING. PROVIDE SAMPLE TO CITY FOR APPROVAL PRIOR TO PLACEMENT.
 - COORDINATE ALL IRRIGATION LINE CONNECTION WORK WITH ALEX ROYLANCE AT SPRINGVILLE CITY 801-489-5742.
 - COORDINATE CONSTRUCTION WORK WITH UPRR CONSTRUCTION REGARDING RAIL AND CROSSING PANEL WORK.
 - IN NORTHWEST AND SOUTHEAST QUADRANTS, THE LOOK SIGN IS TO BE INSTALLED ON FENCE, NOT ON THE STOP SIGN. IN THE NORTHEAST AND SOUTHWEST QUADRANTS, THE LOOK SIGN IS TO BE INSTALLED ON ITS OWN SIGN POST.
 - CONTRACTOR TO COORDINATE WITH SPRINGVILLE CITY POWER TO INSTALL THE LUMINAIRE AND CONNECTION TO POWER



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NO.	DATE	BY	DESCRIPTION

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DESIGNED BY: D. EYRE
 PROJECT MANAGER: M. COLLIER
 CHECKED BY: C. NELSON
 DRAWN BY: B. MILLER
 DRAWING SCALE: AS SHOWN
 ISSUE DATE: APRIL 22, 2016

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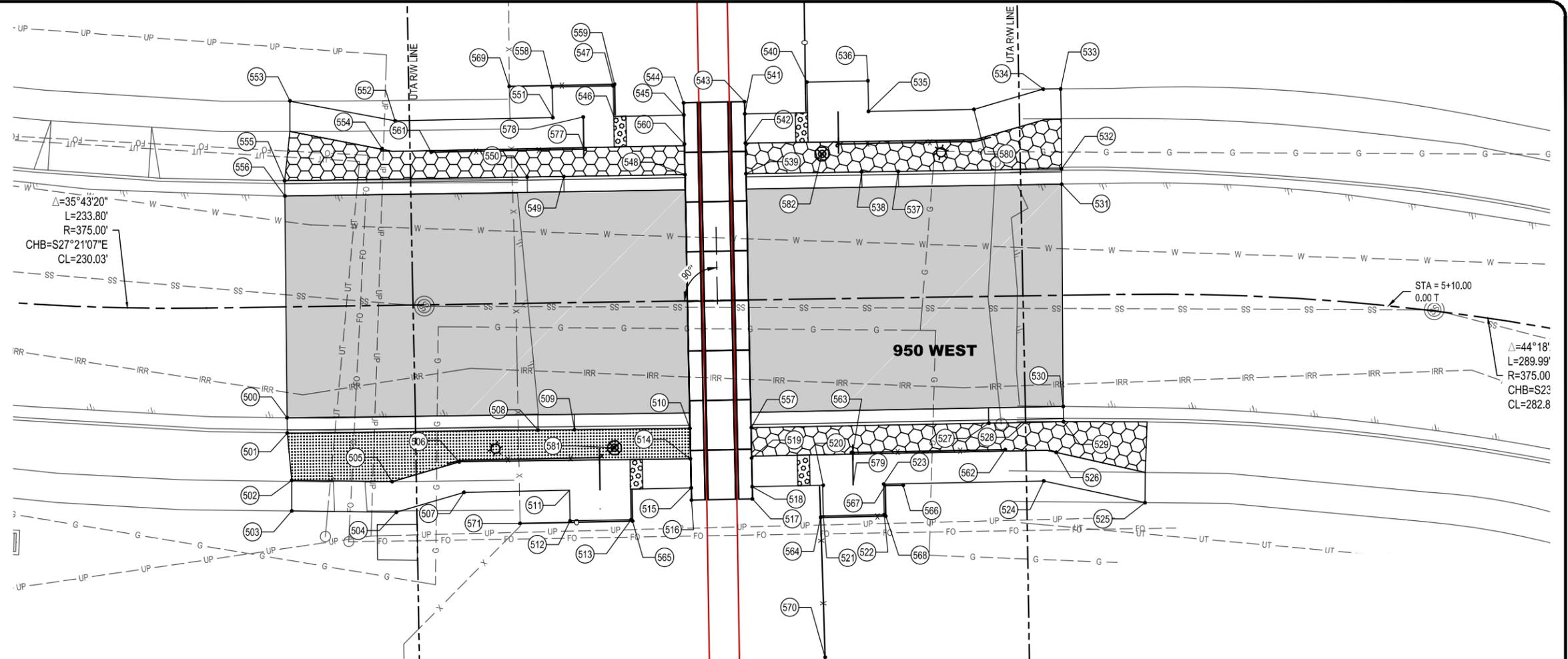
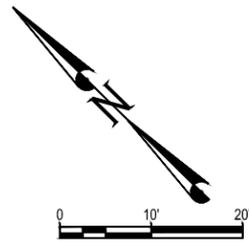
SPRINGVILLE CITY
 950 W 1350 S RAILROAD CROSSING, # 968062Y
 ROADWAY PLAN & PROFILE



PROJECT NUMBER	14235F
SHEET	5 OF 14
SHEET NUMBER	CP101

UTAH

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NOTE:
1. CONTRACTOR IS RESPONSIBLE TO PROTECT ALL EXISTING UTILITIES IN PLACE EXCEPT WHERE MODIFICATIONS ARE IDENTIFIED. IF A UTILITY CONFLICT IS ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE CITY AND WORK WITH THE CITY TO RESOLVE.

ABBREVIATIONS

- LOG = LIP OF GUTTER
- TBC = TOP BACK OF CURB
- SW = SIDEWALK
- DW = DRIVEWAY
- PANEL = CORNER OF CONCRETE CROSSING PANEL
- SSL = STOP SIGN LOCATION
- EC = END OF MEDIAN CURB

POINTS TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
500	7222796.93	1604801.35	4535.68	LOG
501	7222795.16	1604799.59	4535.75	TBC
502	7222789.23	1604794.57	4535.82	SW
503	7222785.73	1604791.00	4535.85	SW
504	7222773.31	1604802.84	4535.99	SW
505	7222777.32	1604805.93	4536.89	SW
506	7222771.71	1604815.94	4535.99	SW
507	7222767.67	1604812.91	4536.09	SW
508	7222766.10	1604828.67	4536.46	TBC
509	7222761.86	1604832.92	4536.05	TBC
510	7222748.51	1604846.30	4536.33	TBC
511	7222755.54	1604825.25	4536.23	SW
512	7222751.97	1604821.74	4536.33	SW
513	7222744.96	1604828.87	4536.42	SW
514	7222744.96	1604842.78	4536.37	SW
515	7222741.55	1604839.48	4536.40	SW
516	7222740.12	1604838.08	4536.40	PANEL

POINTS TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
517	7222733.11	1604845.21	4536.40	PANEL
518	7222734.54	1604846.61	4535.42	SW
519	7222737.87	1604849.89	4536.44	SW
520	7222726.36	1604854.92	4536.43	SW
521	7222722.87	1604851.35	4536.53	SW
522	7222715.86	1604858.48	4536.53	SW
523	7222719.42	1604861.99	4536.43	SW
524	7222701.01	1604880.71	4536.41	SW
525	7222686.65	1604889.77	4536.40	SW
526	7222702.82	1604885.47	4536.31	SW
527	7222714.07	1604881.17	4535.96	TBC
528	7222709.86	1604885.45	4536.43	TBC
529	7222705.47	1604889.90	4536.01	TBC
530	7222707.25	1604891.65	4535.89	LOG
531	7222732.85	1604917.47	4536.07	LOG
532	7222734.63	1604919.23	4536.30	TBC
533	7222743.86	1604928.50	4536.68	SW

POINTS TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
534	7222745.90	1604926.47	4536.69	SW
535	7222763.82	1604903.83	4536.74	SW
536	7222767.39	1604907.34	4536.84	SW
537	7222753.47	1604900.24	4536.73	TBC
538	7222757.70	1604895.98	4536.30	TBC
539	7222771.06	1604882.51	4536.71	TBC
540	7222774.40	1604900.21	4536.85	SW
541	7222778.04	1604889.37	4536.77	SW
542	7222774.62	1604886.02	4536.74	SW
543	7222779.46	1604890.76	4536.78	PANEL
544	7222786.47	1604883.64	4536.78	PANEL
545	7222785.05	1604882.24	4536.77	SW
546	7222793.11	1604874.05	4536.71	SW
547	7222796.67	1604877.55	4536.81	SW
548	7222778.11	1604875.40	4536.71	TBC
549	7222792.10	1604861.30	4536.17	TBC
550	7222796.32	1604857.04	4536.57	TBC

POINTS TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
551	7222800.12	1604866.92	4536.66	SW
552	7222818.23	1604848.49	4536.54	SW
553	7222832.83	1604838.75	4536.45	SW
554	7222816.58	1604843.72	4536.44	SW
555	7222824.32	1604828.82	4535.71	TBC
556	7222822.55	1604827.06	4535.42	LOG
557	7222741.40	1604853.43	4536.48	TBC
558	7222803.68	1604870.42	4536.76	SW
559	7222796.67	1604877.91	4536.55	FENCE
560	7222781.66	1604878.92	4536.55	SW
561	7222810.41	1604848.96	4536.45	FENCE
562	7222709.12	1604879.95	4235.25	FENCE
563	7222726.64	1604862.13	4236.30	FENCE
564	7222722.99	1604850.86	4536.33	FENCE
565	7222744.61	1604828.88	4536.32	FENCE
566	7222717.00	1604864.09	4536.25	FENCE
567	7222719.07	1604861.99	4536.27	FENCE

POINTS TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
568	7222715.50	1604858.48	4536.32	FENCE
569	7222808.80	1604865.57	4536.50	FENCE
570	7222706.46	1604835.02	4534.42	FENCE
571	7222757.55	1604815.72	4536.47	FENCE
577	7222792.89	1604866.77	4536.50	FENCE
578	7222796.61	1604870.48	4536.68	FENCE
579	7222722.93	1604858.42	4236.43	FENCE
580	7222751.70	1604916.17	4236.71	SW
581	7222755.12	1604835.37	4236.10	SSL
582	7222764.40	1604893.51	4536.65	SSL

100% PLANS

NO.	DATE	BY	DESCRIPTION

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PROJECT: 950 WEST
 PROJECT NUMBER: 14235F
 CHECKED BY: M. COLLIER
 C. NELSON
 DRAWN BY: B. MILLER
 DRAWING SCALE: AS SHOWN
 ISSUE DATE: APRIL 22, 2016

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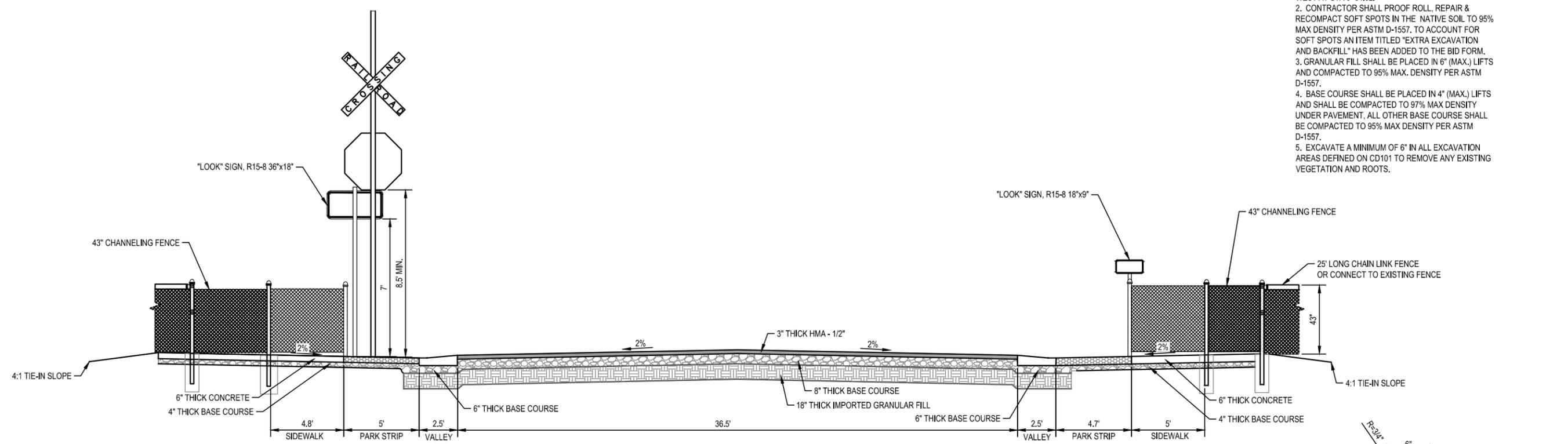
SPRINGVILLE CITY
 950 W 1350 S RAILROAD CROSSING, # 968062Y
 GRADING PLAN

UTAH



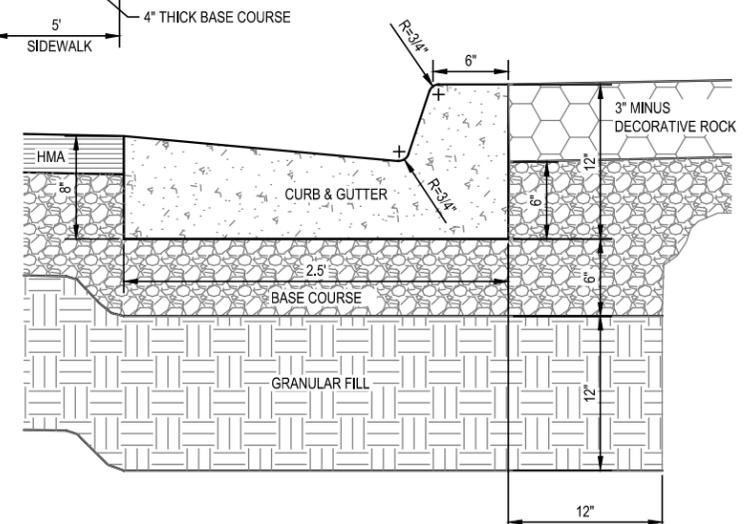
PROJECT NUMBER	14235F
SHEET	6 OF 14
SHEET NUMBER	CG101

- NOTES:**
1. THE SAME SECTION VIEW CAN BE APPLIED LOOKING WEST AT STA 3+84.62.
 2. CONTRACTOR SHALL PROOF ROLL, REPAIR & RECOMPACT SOFT SPOTS IN THE NATIVE SOIL TO 95% MAX DENSITY PER ASTM D-1557. TO ACCOUNT FOR SOFT SPOTS AN ITEM TITLED "EXTRA EXCAVATION AND BACKFILL" HAS BEEN ADDED TO THE BID FORM.
 3. GRANULAR FILL SHALL BE PLACED IN 6" (MAX.) LIFTS AND COMPACTED TO 95% MAX. DENSITY PER ASTM D-1557.
 4. BASE COURSE SHALL BE PLACED IN 4" (MAX.) LIFTS AND SHALL BE COMPACTED TO 97% MAX DENSITY UNDER PAVEMENT, ALL OTHER BASE COURSE SHALL BE COMPACTED TO 95% MAX DENSITY PER ASTM D-1557.
 5. EXCAVATE A MINIMUM OF 6" IN ALL EXCAVATION AREAS DEFINED ON CD101 TO REMOVE ANY EXISTING VEGETATION AND ROOTS.

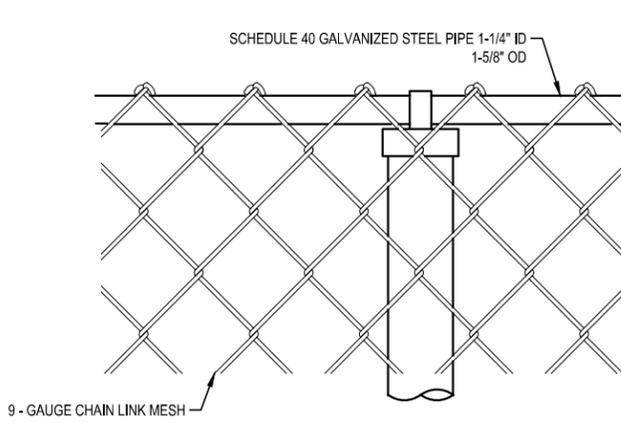


NOTE:
ALL FENCE POST FOOTINGS TO FOLLOW DETAIL B/CP501

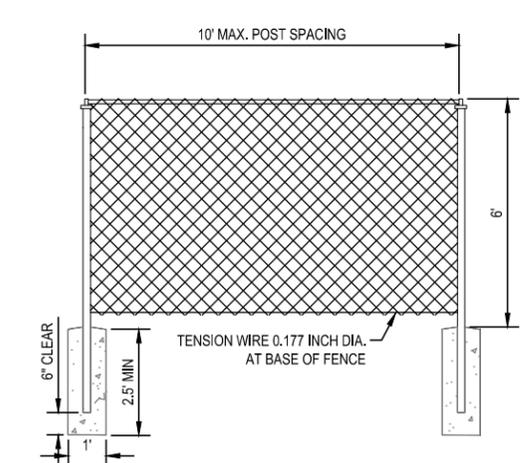
**SECTION VIEW STA 4+14.33
LOOKING EAST**
A
CP501 SCALE: NONE



C CURB & GUTTER
CP501 SCALE: NONE



KNUCKLED SELVAGE TYPE II



B CHAIN LINK FENCE DETAILS
CP501 SCALE: NONE

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PROJECT NO. 14235F
 PROJECT LOCATION 950 W 1350 S RAILROAD CROSSING, # 968062Y
 PROJECT OWNER SPRINGVILLE CITY
 DESIGNER CALDWELL RICHARDS SORENSEN
 CHECKED BY M. COLLIER
 DRAWN BY C. NELSON
 DATE AS SHOWN
 ISSUE DATE APRIL 22, 2016

CALDWELL RICHARDS SORENSEN
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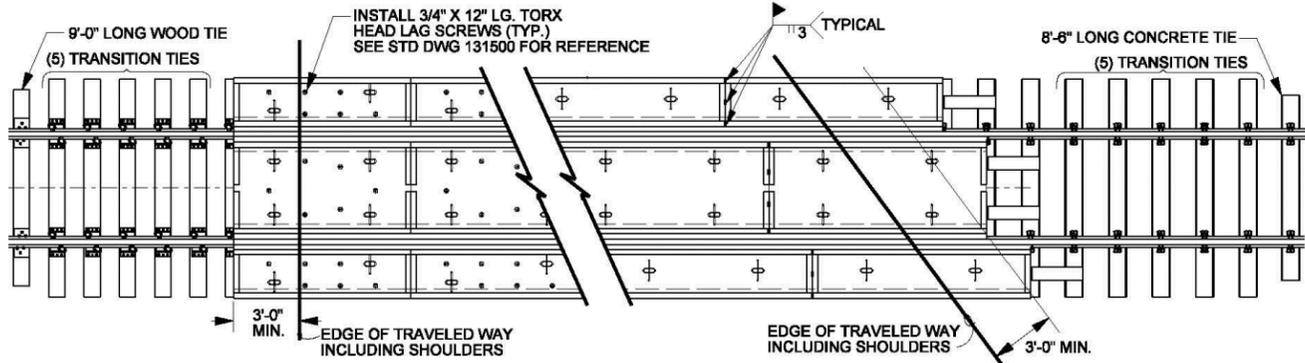
SPRINGVILLE CITY
 950 W 1350 S RAILROAD CROSSING, # 968062Y
 ROAD SECTION & DETAILS

100% PLANS

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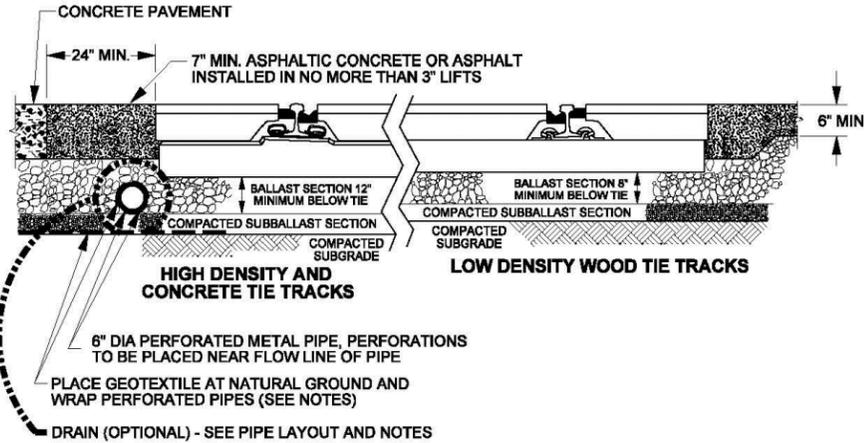


PROJECT NUMBER	14235F
SHEET	8 OF 14
SHEET NUMBER	CP501



PLAN VIEW OF PANEL WITH TIMBER TIES

PLAN VIEW OF PANEL & JOINT WELD LOCATION W/CONCRETE TIES



TYPICAL BALLAST AND ASPHALT DETAIL

NOTES:
SEE PAGE 2 FOR NOTES AND MORE DETAILS.

UNION PACIFIC RAILROAD ENGINEERING STANDARDS

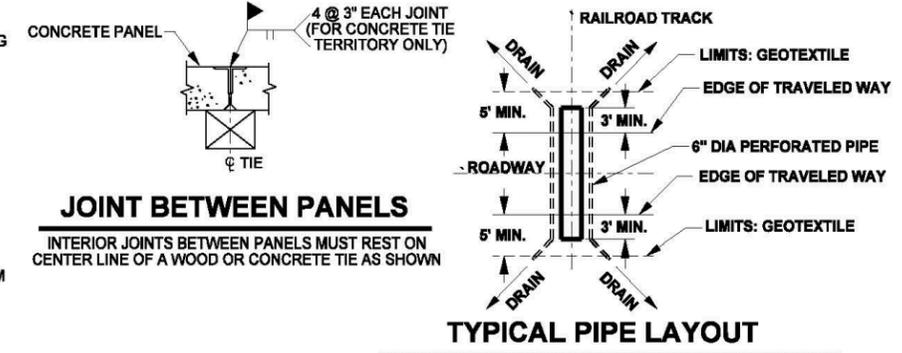
INSTALLATION OF ROAD CROSSINGS W/ PRECAST CONCRETE PANELS

APPROVED: *David O. Conant*
VP ENGINEERING
ADOPTED: DEC. 19, 1987
REVISED: JAN. 17, 2011
FILE NO.: 0304H

STD DWG
0304H
PAGE 1 OF 2

STD DWG
0304H
PAGE 1 OF 2

- NOTES:**
- CROSSING PANEL SUPPORT THROUGH THE CROSSING MUST BE UNIFORM. CONCRETE TIE SPACING IS TO BE A MAXIMUM OF 24" CENTER TO CENTER. WOOD TIE SPACING TO BE MAXIMUM OF 19 1/2" CENTER TO CENTER. TIE SPACING MUST BE ADJUSTED TO SUPPORT THE ENDS OF THE PANELS
 - CROSSING SITE IS TO BE INSPECTED PRIOR TO START OF INSTALLATION TO DETERMINE THAT PROPER DRAINAGE AND SURFACE SUPPORT IS PROVIDED, TRACK GRADE IS UNIFORM AND EXISTING TIES ARE AT LEAST 10' LONG.
 - IF CONDITIONS WARRANT, SITE IS TO BE OVER-EXCAVATED AND CROSSING DRAINAGE SYSTEM INSTALLED USING COMPACTED, WELL GRADED GRANULAR FILL, GEOTEXTILE AND PERFORATED DRAINAGE PIPE (IF REQUIRED) INSTALLED PER DETAILS OF THIS DRAWING.
 - ADDITIONAL SITE DRAINAGE INCLUDING PROPER DRAINAGE AT EACH QUADRANT OF CROSSING SHALL BE COMPLETED TO ENSURE CROSSING DRAINAGE.
 - PRECAST PANELS ARE TO BE HANDLED AND SUPPORTED AT SPECIFIED LIFTING INSERT LOCATIONS ONLY. LIFTING EQUIPMENT AND CONNECTION INSERTS ARE TO BE PROPERLY SIZED TO HANDLE THE LENGTH OF PANELS BEING INSTALLED. RING LIFTING DEVICES ARE AVAILABLE FROM COMPANY WAREHOUSE
 - APPROACH ASPHALT ROADWAY PAVING IS TO MEET STATE DOT HIGHWAY SPECIFICATIONS AND INSTALLED ACCORDINGLY. ASPHALT IS TO BE INSTALLED WITH PAVER WITH MAXIMUM 3" LIFTS AND LAID PARALLEL TO CROSSING TO MINIMIZE APPROACH SETTLEMENTS.
 - GEOTEXTILE AND PIPE TO BE INSTALLED ONLY AT LOCATIONS WHERE REQUIRED BY STATE OR LOCAL AGENCIES OR WHERE DESIGNATED BY CHIEF ENGINEER.
 - GALVANIZED ELASTIC FASTENERS ARE TO BE USED WITHIN THE CROSSING AREA. PANDROL E-CLIPS TO BE USED ON WOOD TIE CROSSINGS AND SAFELOK CLIPS ON CONCRETE TIE CROSSINGS.
 - ALL RAIL JOINTS IN CROSSING AREA TO BE WELDED, DO NOT INSTALL BOLTED JOINT BARS.
 - REPORT CROSSING GATE MALFUNCTIONS TO 24 HR UPRR CROSSING HOT LINE AT 1-800-848-8715.
 - ALL EXCEPTIONS TO THIS PLAN MUST BE APPROVED BY THE CHIEF ENGINEER.

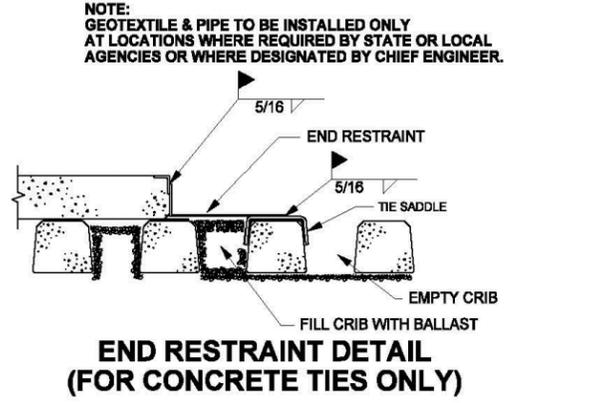


REQUIRED COMPONENTS

RING LIFTING DEVICE	410-1371
3/4" TORX SCREW FOR WOOD TIES (STD DWG 131500)	130-5400
ELASTOMERIC BEARING PAD FOR 141 LB. RAIL ON WOOD TIES	540-0203
CONFORMAL ELASTOMERIC BEARING PAD FOR 10'-0" CONCRETE TIES	503-6315
CONFORMAL ELASTOMERIC BEARING PAD FOR 8'-6" CONCRETE TIES	503-6312
END RESTRAINT FOR CONCRETE TIES (ONLY)	540-1925

OPTIONAL COMPONENTS (SET INCLUDES 6 PIECES)

20' SECTION 6" PERFORATED PIPE	510-3201
6" ADJUSTABLE ELBOW	510-3557
6" PIPE BANDS	510-3379
100' ROLL GEOTEXTILE	550-0119



UNION PACIFIC RAILROAD ENGINEERING STANDARDS

INSTALLATION OF ROAD CROSSINGS W/ PRECAST CONCRETE PANELS

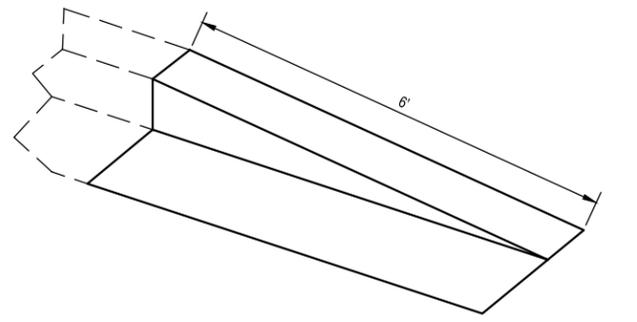
APPROVED: *David O. Conant*
VP ENGINEERING
ADOPTED: DEC. 19, 1987
REVISED: JAN. 17, 2011
FILE NO.: 0304H

STD DWG
0304H
PAGE 2 OF 2

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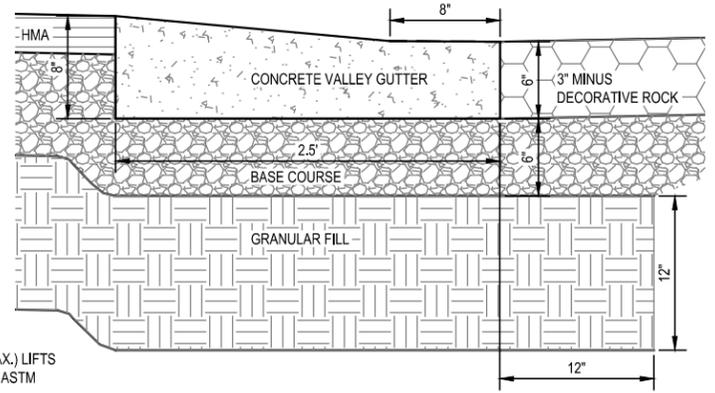
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SCALE: NONE

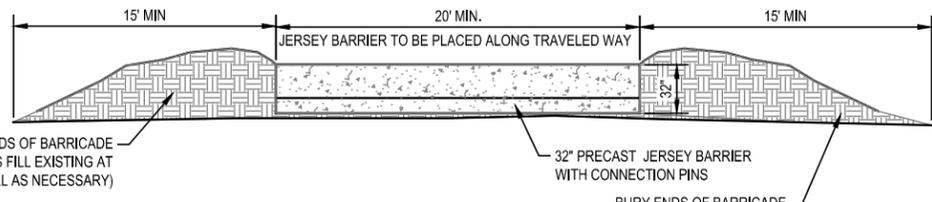


TRANSITION CURB & GUTTER DETAIL

- NOTES:**
- GRANULAR FILL SHALL BE PLACED IN 6" (MAX.) LIFTS AND COMPACTED TO 95% MAX. DENSITY PER ASTM D-1557.
 - BASE COURSE SHALL BE PLACED IN 4" (MAX.) LIFTS AND SHALL BE COMPACTED TO 95% MAX DENSITY.



CONCRETE VALLEY GUTTER



CROSSING CLOSURE BARRICADE DETAILS

- NOTE:**
- THE CROSSING CLOSURE WORK IS TO BE DONE BY UPRR.
 - THE JERSEY BARRIERS ARE TO BE FURNISHED BY THE CONTRACTOR.

RECORD OF REVISIONS

NO.	DATE	DESCRIPTION

IF THE ABOVE SCALE BAR DOES NOT MEASURE 1-INCH IN LENGTH, DO NOT USE THIS DRAWING FOR SCALING PURPOSES. DIMENSIONS AND MEASUREMENTS SPECIFIED IN THE DRAWING TAKE PRECEDENCE TO SCALED MEASUREMENTS.

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DESIGNED BY: D. EYRE
PROJECT MANAGER: M. COLLIER
CHECKED BY: C. NELSON
DRAWN BY: B. MILLER
DRAWING SCALE: AS SHOWN
ISSUE DATE: APRIL 22, 2016

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SPRINGVILLE CITY

950 W 1350 S RAILROAD CROSSING, # 968062Y

DETAILS

SPRINGVILLE



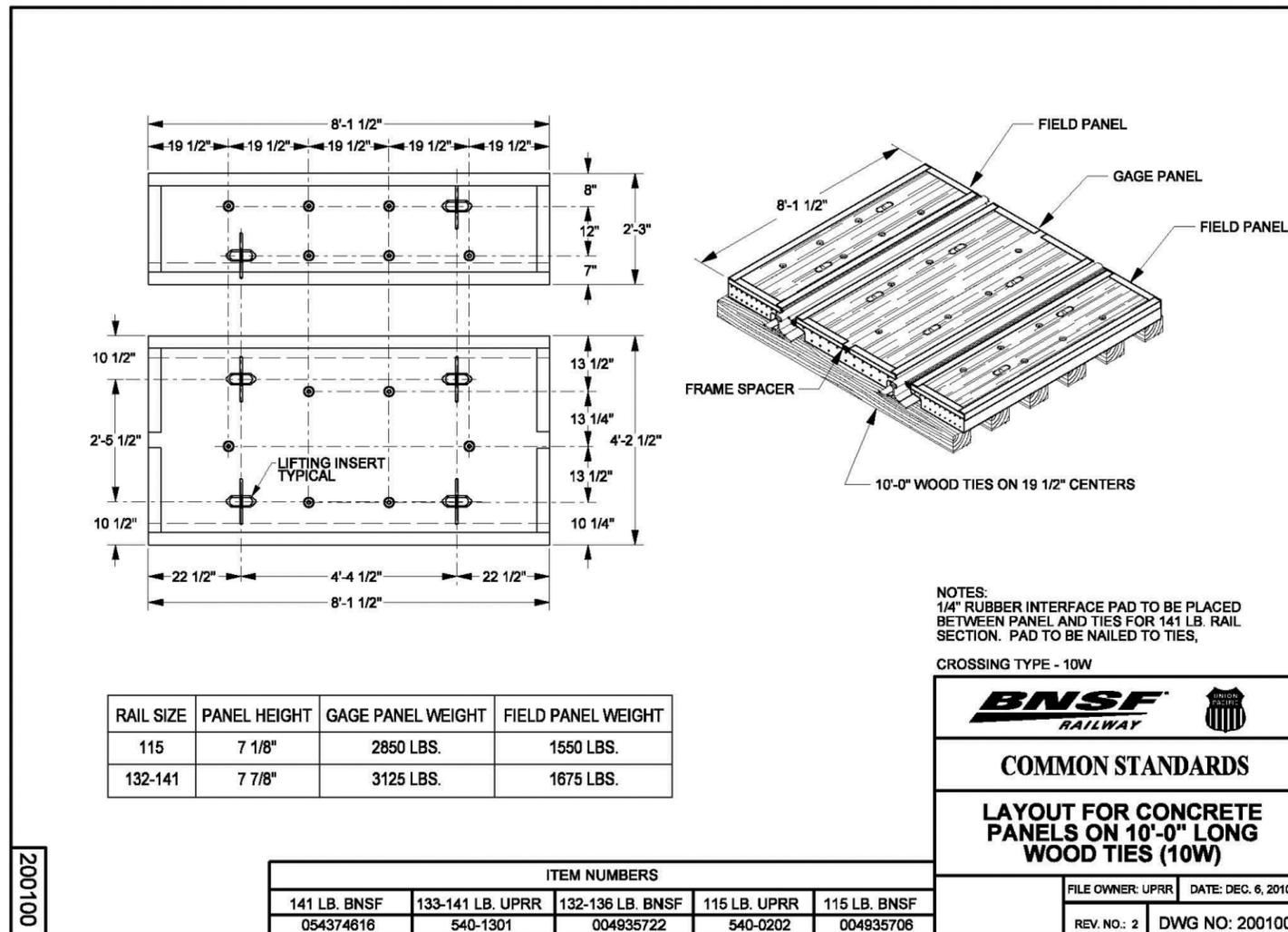
PROJECT NUMBER: 14235F

SHEET: 9 OF 14

SHEET NUMBER: CP502

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P:114235F Springville City-950 W 1350 So at Grade RR Crossing\Drawings\X-RC Springville Design.dwg, 4/22/2016 5:20:43 PM, lbass



PRECAST CONCRETE CROSSING PANELS
CP503 SCALE: NONE

100% PLANS

NO.	REVISION	DATE

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PROJECT MANAGER: M. COLLIER
CHECKED BY: C. NELSON
DRAWN BY: B. MILLER
DRAWING SCALE: AS SHOWN
ISSUE DATE: APRIL 22, 2016



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SPRINGVILLE CITY
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DETAILS

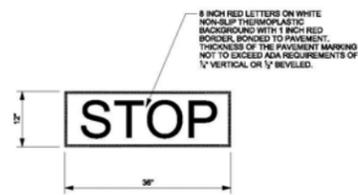


PROJECT NUMBER	14235F	
SHEET	10	OF 14
SHEET NUMBER	CP503	

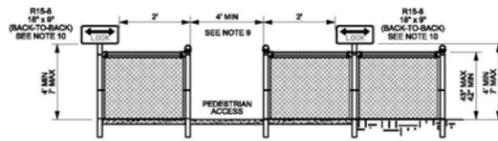
SPRINGVILLE

UTAH

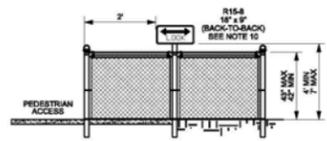
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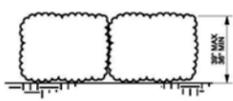
"STOP" PAVEMENT MARKING
DETAIL A



CHANNELIZING FENCE/BARRIER
DETAIL B1
SEE NOTES 6 AND 7



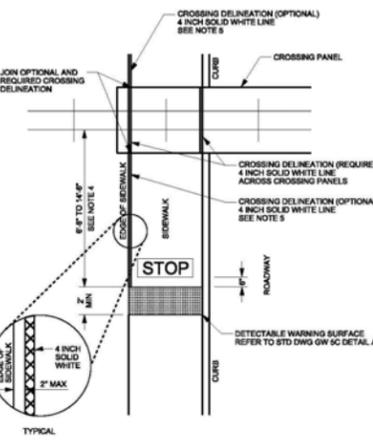
CHANNELIZING FENCE/BARRIER
DETAIL B2
SEE NOTES 6 AND 7



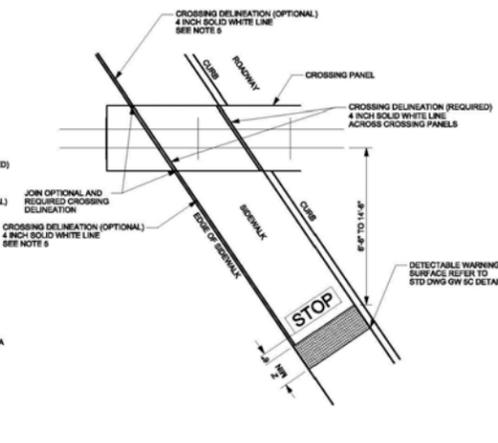
CHANNELIZING LANDSCAPING
DETAIL C
SEE NOTE 8

- NOTES:**
- DEFINITIONS:
A. A STREET RUNNING ALIGNMENT IS A RAILROAD ALIGNMENT IN WHICH TRAINS OPERATE IN MIXED TRAFFIC WITH ALL TYPES OF ROAD USERS. THE ALIGNMENT IS TYPICALLY SEPARATED FROM TRAFFIC BY A CURB OR STRIPING.
B. A SEMI-EXCLUSIVE ALIGNMENT IS A RAILROAD ALIGNMENT THAT IS IN A SEPARATE RIGHT-OF-WAY OR ALONG A ROADWAY WHERE MOTOR VEHICLES, PEDESTRIANS, AND BICYCLES HAVE LIMITED ACCESS AND CROSS AT DESIGNATED LOCATIONS ONLY. THE ALIGNMENT IS TYPICALLY SEPARATED BY FENCING AND/OR BARRIERS BETWEEN CROSSINGS.
C. THE DYNAMIC ENVELOPE IS THE CLEARANCE REQUIRED FOR THE TRAIN OR LIGHT RAIL TRANSIT EQUIPMENT OVERHANG.
D. THE SIDEWALK IS THAT PORTION OF A STREET BETWEEN THE CURB LINE OR THE LATERAL LINE OF A ROADWAY AND THE ADJACENT PROPERTY LINE THAT IS PAVED OR IMPROVED AND INTENDED FOR USE BY PEDESTRIANS.
E. A PATHWAY IS A PUBLIC WAY OUTSIDE OF THE TRAVELED WAY AND PHYSICALLY SEPARATED FROM THE ROADWAY BY OPEN SPACE OR BARRIER. PATHWAYS DO NOT INCLUDE SIDEWALKS.
F. A PEDESTRIAN ACCESS ROUTE CAN BE EITHER A SIDEWALK OR A PATHWAY.
 - USE "STOP" PAVEMENT MARKING IN STREET RUNNING ALIGNMENTS WHERE THERE IS A STATION ENTRANCE (SEE STD DWG GW 120, DETAIL A) AND IN SEMI-EXCLUSIVE ALIGNMENTS IN QUADRANTS WHERE PEDESTRIANS ARE NOT CONTROLLED BY GATES.
 - ADJUST CHANNELIZATION AND BARRIER LAYOUT SHOWN ON THIS DRAWING AS NECESSARY BASED ON SITE SPECIFIC SITUATIONS, WHILE MAINTAINING COMPLIANCE WITH THE MINIMUMS SHOWN.
 - MAXIMIZE SIGHT DISTANCE BY PLACING THE DETECTABLE WARNING SURFACE (DWS) WITHIN THE PRESCRIBED DISTANCES. THE PRESCRIBED DISTANCE IS 10 FT FROM NEAREST RAIL OR 2 FT FROM SWING GATES, FLASHING LIGHT SIGNALS OR AUTOMATIC GATES. EXTEND DWS FULL WIDTH OF THE PEDESTRIAN ACCESS ROUTE. VERIFY THE DWS IS OUTSIDE THE TRAIN'S DYNAMIC ENVELOPE AND OUTSIDE THE SWING PATH OF VEHICLE OR PEDESTRIAN GATE COMPONENTS WHEN DETERMINING FINAL PLACEMENT OF THE DWS.
 - DELINEATE PATH ACROSS THE CROSSING PANEL WITH A 4 INCH SOLID WHITE LINE IN SEMI-EXCLUSIVE ALIGNMENTS WHEN PATHWAY IS NOT OTHERWISE DEFINED THROUGH CONTRASTING COLOR OR TEXTURE.
 - USE 2 INCH MINIMUM MESH FOR CHAIN LINK CHANNELIZING FENCES NEAR GRADE CROSSINGS.
 - USE CHANNELIZING FENCE/BARRIER TO DEFINE PEDESTRIAN ACCESSES AND TO RESTRICT PEDESTRIAN MOVEMENT.
 - USE CHANNELIZING LANDSCAPE TO RESTRICT PEDESTRIAN MOVEMENT ONLY. DO NOT USE TO DEFINE PEDESTRIAN ACCESSES.
 - MATCH WIDTH OF PEDESTRIAN ACCESS TO SIDEWALK OR CROSS WALK WIDTH.
 - PLACE R15-8 SIGN TO FACE PEDESTRIANS WHEN PEDESTRIANS ARE APPROACHING TRACKS.

SUPPLEMENTAL DRAWING



PLACEMENT OF DETECTABLE
WARNING SURFACE
(PERPENDICULAR CROSSING)
DETAIL D



PLACEMENT OF DETECTABLE
WARNING SURFACE
(SKEWED CROSSING)
DETAIL E

UTAH DEPARTMENT OF TRANSPORTATION
STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION
SALT LAKE CITY, UTAH

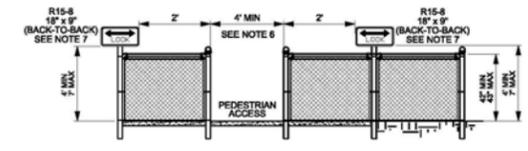
REVISIONS

NO.	DATE	DESCRIPTION
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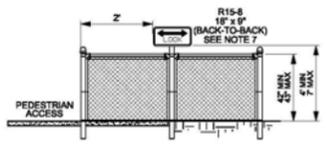
APPROVED FOR APPROVAL: [Signature] FEB. 26, 2015
RECOMMENDED BY TRANSPORTATION COMMITTEE: [Signature] FEB. 26, 2015
DESIGNED BY: [Signature] FEB. 26, 2015
CHECKED BY: [Signature] FEB. 26, 2015
DRAWN BY: [Signature] FEB. 26, 2015

STANDARD DRAWING TITLE: **PASSIVE PEDESTRIAN CONTROL FOR RAILROAD CROSSINGS**

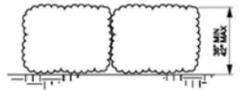
STD. DWG. NO.: **GW 12B**



CHANNELIZING FENCE/BARRIER
DETAIL D1
SEE NOTES 3 AND 4



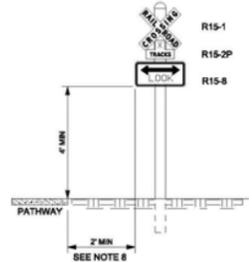
CHANNELIZING FENCE/BARRIER
DETAIL D2
SEE NOTES 3 AND 4



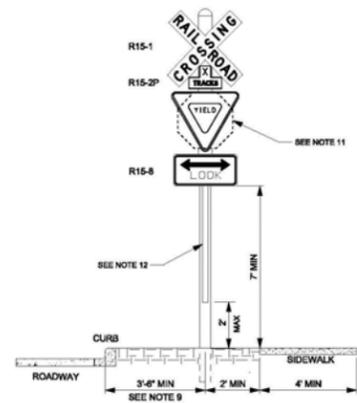
CHANNELIZING LANDSCAPING
DETAIL E
SEE NOTE 5

TABLE 1
SIGN SIZES

SIGN	DETAIL F	DETAIL G
R15-1	24" X 4 1/2"	48" X 9"
R15-2P	13 1/2" X 9"	27" X 18"
R15-8	18" X 9"	36" X 18"



PATHWAY PEDESTRIAN
PASSIVE CONTROLS
DETAIL F



SHARED ROADWAY/PEDESTRIAN
PASSIVE CONTROLS
DETAIL G

- NOTES:**
- DEFINITIONS:
A. STREET RUNNING ALIGNMENT - A RAILROAD ALIGNMENT IN WHICH TRAINS OPERATE IN MIXED TRAFFIC WITH ALL TYPES OF ROAD USERS. THE ALIGNMENT IS TYPICALLY SEPARATED FROM TRAFFIC BY A CURB OR STRIPING.
B. SEMI-EXCLUSIVE ALIGNMENT - A RAILROAD ALIGNMENT THAT IS IN A SEPARATE RIGHT-OF-WAY OR ALONG A ROADWAY WHERE MOTOR VEHICLES, PEDESTRIANS, AND BICYCLES HAVE LIMITED ACCESS AND CROSS AT DESIGNATED LOCATIONS ONLY. THE ALIGNMENT IS TYPICALLY SEPARATED BY FENCING AND/OR BARRIERS BETWEEN CROSSINGS.
C. DYNAMIC ENVELOPE - THE CLEARANCE REQUIRED FOR THE TRAIN OR LIGHT RAIL TRANSIT EQUIPMENT OVERHANG.
D. SIDEWALK - THAT PORTION OF A STREET BETWEEN THE CURB LINE OR THE LATERAL LINE OF A ROADWAY AND THE ADJACENT PROPERTY LINE THAT IS PAVED OR IMPROVED AND INTENDED FOR USE BY PEDESTRIANS.
E. PATHWAY - A PUBLIC WAY OUTSIDE OF THE TRAVELED WAY AND PHYSICALLY SEPARATED FROM THE ROADWAY BY OPEN SPACE OR BARRIER. PATHWAYS DO NOT INCLUDE SIDEWALKS.
F. PEDESTRIAN ACCESS ROUTE - EITHER A SIDEWALK OR A PATHWAY.
 - ADJUST CHANNELIZATION AND BARRIER LAYOUT SHOWN ON THIS DRAWING AS NECESSARY BASED ON SITE SPECIFIC SITUATIONS, WHILE MAINTAINING COMPLIANCE WITH THE MINIMUMS SHOWN.
 - USE 2 INCH MAXIMUM MESH FOR CHAIN LINK CHANNELIZING FENCES NEAR GRADE CROSSINGS.
 - USE CHANNELIZING FENCE/BARRIER TO DEFINE PEDESTRIAN ACCESSES AND TO RESTRICT ERRANT PEDESTRIAN MOVEMENT.
 - USE CHANNELIZING LANDSCAPE TO RESTRICT ERRANT PEDESTRIAN MOVEMENT ONLY. DO NOT USE TO DEFINE PEDESTRIAN ACCESSES.
 - MATCH WIDTH OF PEDESTRIAN ACCESS TO SIDEWALK OR CROSSWALK WIDTH.
 - PLACE R15-8 LOOK SIGN TO FACE PEDESTRIANS APPROACHING TRACKS.
 - MAY USE A LATERAL OFFSET OF 2 FT TO THE CENTER OF THE SIGNAL POLE WHEN THE MOUNTING HEIGHT OF THE R15-8 LOOK SIGN ADJACENT TO A PATHWAY IS 8 FT OR GREATER.
 - USE A LATERAL OFFSET OF A MINIMUM OF 3 FT 6 INCHES FROM THE FACE OF CURB AND A MINIMUM OF 7 FT 8 INCHES FROM THE EDGE OF THE TRAVELED WAY TO THE CENTER OF THE SIGN POLE WHEN NO CURB IS PRESENT.
 - USE A R15-2P NUMBER OF TRACKS PLAQUE WHEN THERE IS MORE THAN 1 TRACK.
 - USE YIELD OR STOP SIGNS ONLY AT PASSIVE CROSSINGS. SEE MUTCD.
 - PLACE A 2 INCH WIDE WHITE RETROREFLECTIVE STRIP ON BACK AND FRONT OF ALL CROSSBUCK SUPPORTS.

SUPPLEMENTAL DRAWING

UTAH DEPARTMENT OF TRANSPORTATION
STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION
SALT LAKE CITY, UTAH

RECOMMENDED FOR APPROVAL: [Signature] APR. 28, 2015
APPROVED: [Signature] APR. 28, 2015
DESIGNED BY: [Signature] APR. 28, 2015
CHECKED BY: [Signature] APR. 28, 2015
DRAWN BY: [Signature] APR. 28, 2015

STANDARD DRAWING TITLE: **PASSIVE PEDESTRIAN CONTROL FOR RAILROAD CROSSINGS**

SHEET 2 OF 2

STD. DWG. NO.: **GW 12B2**

PASSIVE PEDESTRIAN CONTROL DETAILS
SCALE: NONE

RECORD OF REVISIONS

NO.	DATE	DESCRIPTION

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PROJECT: **D. EYRE**
PROJECT MANAGER: **M. COLLIER**
CHECKED BY: **C. NELSON**
DRAWN BY: **B. MILLER**
DRAWING SCALE: **AS SHOWN**
ISSUE DATE: **APRIL 22, 2016**

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SPRINGVILLE CITY
950 W 1350 S RAILROAD CROSSING, # 968062Y
DETAILS

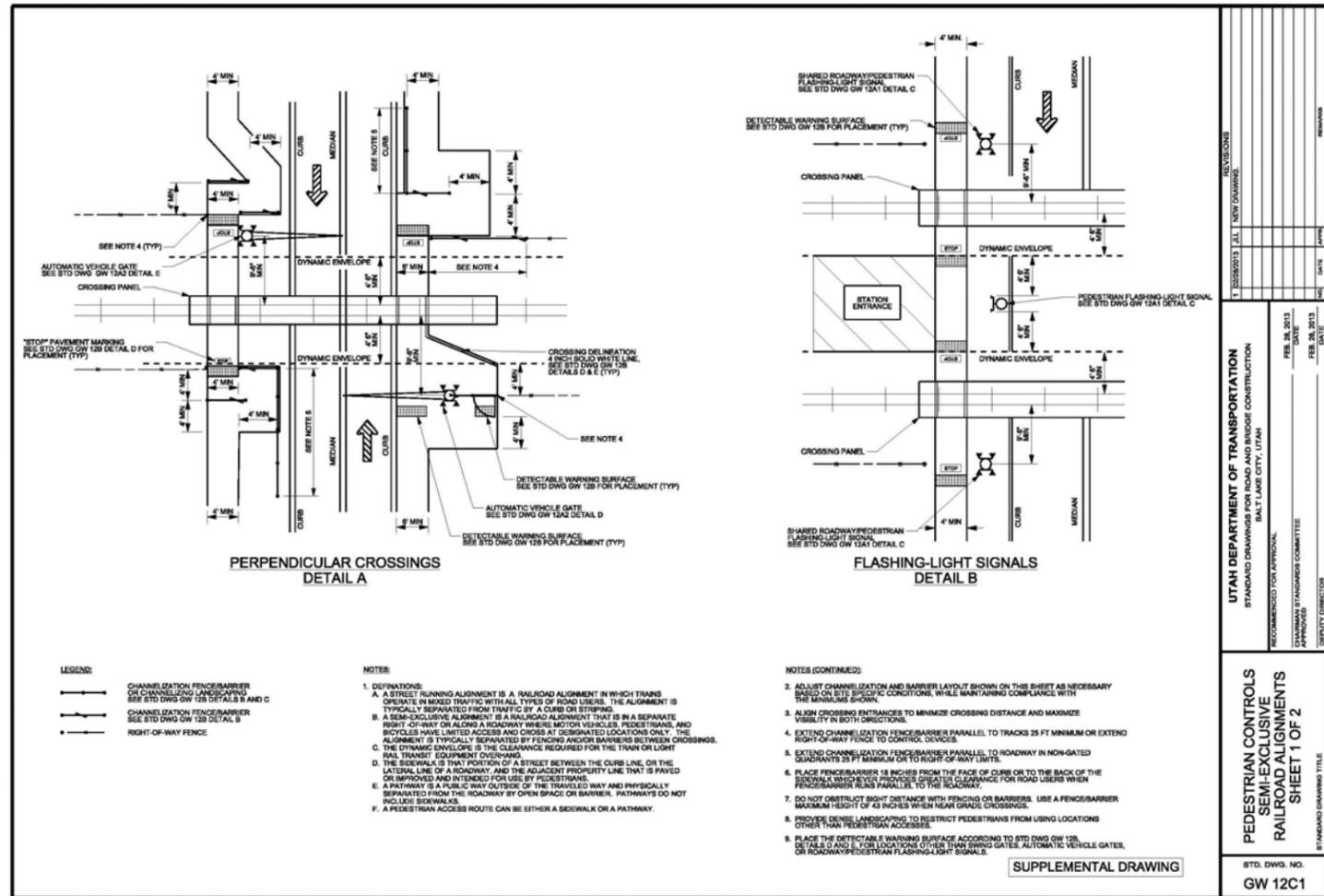


PROJECT NUMBER: **14235F**
SHEET: **11** OF **14**
SHEET NUMBER: **CP504**

100% PLANS

UTAH

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A PEDESTRIAN CHANNELING DETAILS
CP505 SCALE: NONE

100% PLANS

RECORD OF REVISIONS

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PROJECT MANAGER: M. COLLIER
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DRAWN BY: B. MILLER
DRAWING SCALE: AS SHOWN
ISSUE DATE: APRIL 22, 2016

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SPRINGVILLE CITY
950 W 1350 S RAILROAD CROSSING, # 968062Y
DETAILS

SPRINGVILLE



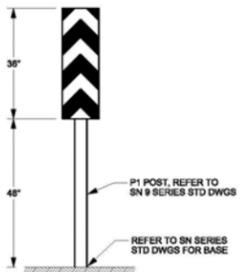
PROJECT NUMBER	14235F
SHEET	12 OF 14
SHEET NUMBER	CP505

UTAH

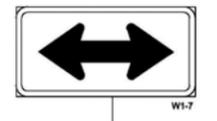


TRAFFIC PASS RIGHT OM-3L
TRAFFIC PASS EITHER SIDE OM-3C
TRAFFIC PASS LEFT OM-3R

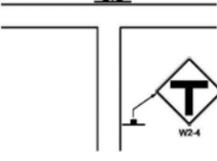
TYPE 3 OBJECT MARKERS



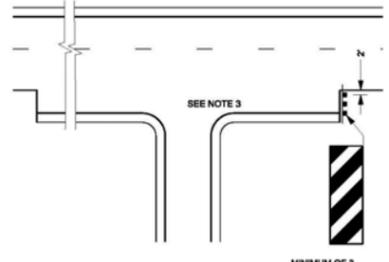
OBJECT MARKERS MOUNTING HEIGHT DETAIL OM-3C SHOWN (TYP)



W1-7



T INTERSECTION SIGNING

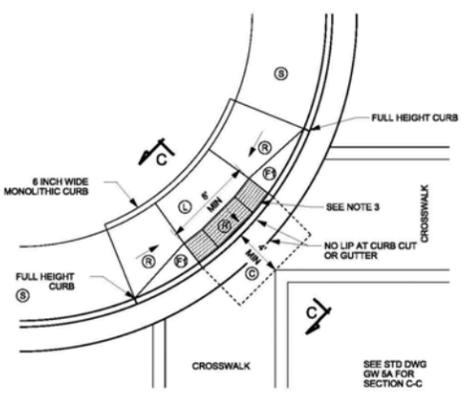


PAVEMENT TRANSITION

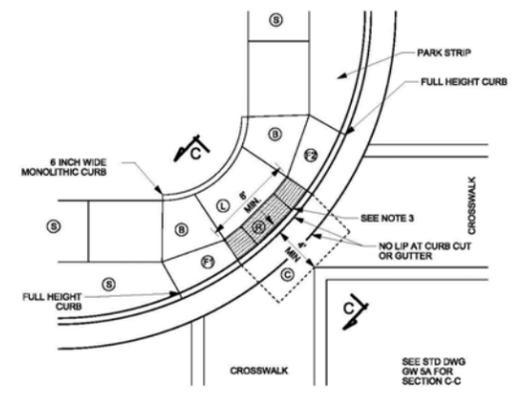
NOTES:

1. USE TYPE 3 OBJECT MARKERS TO MARK THE ENDS OF OBSTRUCTIONS SUCH AS NARROW BRIDGES AND CULVERTS. INSTALL THE MARKERS ON EACH SIDE OF BOTH ENDS OF BRIDGE ON TWO-WAY ROADWAYS, AND ON EACH SIDE OF THE APPROACH END OF BRIDGE ON ONE-WAY ROADWAYS FOR NARROW BRIDGES.
2. USE TYPE 3 OBJECT MARKER TO MARK THE APPROACH TO THE ENDS OF BARRIERS THAT DO NOT HAVE A CRASH CUSHION OR END TREATMENT INSTALLED.
3. SEE ST SERIES STD DWGS FOR PAVEMENT MARKINGS AND STRIPING FOR PAVEMENT TRANSITION.
4. WHEN USED, PLACE T-INTERSECTION SIGN (W2-4) WHEN THE INTERSECTION IS UNCONTROLLED.
5. PLACE THE APPROPRIATE ADVANCE TRAFFIC CONTROL SIGN (W3-1, W3-2 OR W3-3) WHEN USED WHEN THE INTERSECTION IS CONTROLLED BY SIGNAL, STOP, OR YIELD SIGN.

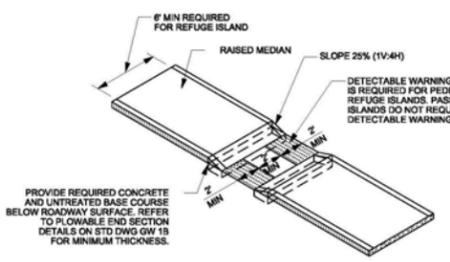
A OBJECT MARKER SIGN CP506 SCALE: NONE



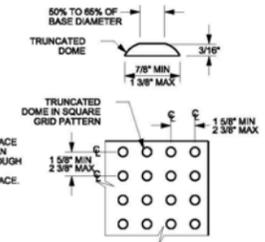
CORNER PEDESTRIAN RAMP EXAMPLE



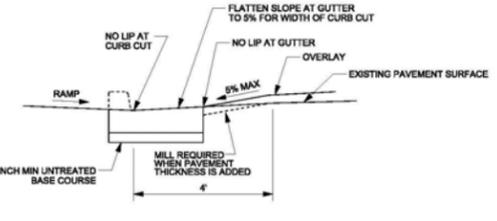
CORNER PEDESTRIAN RAMP EXAMPLE W/PARK STRIP



MEDIAN BREAK EXAMPLE



DETECTABLE WARNING SURFACE DETAIL A



CLEAR SPACE DETAIL

NOTES:

1. REFER TO STD DWG GW 5A FOR GENERAL NOTES, SLOPE TABLES, AND SECTION CUTS.
2. PROVIDE DETECTABLE WARNING SURFACE FOR FULL WIDTH OF CURB CUT.
3. LOCATE DETECTABLE WARNING SURFACE SO THE CORNERS NEAREST THE STREET ARE WITHIN 1 INCH OF THE BACK OF CURB.
4. RAMP GRADE BREAK MUST BE PERPENDICULAR TO THE RUNNING SLOPE.

B DETECTABLE WARNING SURFACE CP506 SCALE: NONE

UTAH DEPARTMENT OF TRANSPORTATION
STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION
SALT LAKE CITY, UTAH

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APPROVED: [Signature]
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DATE: [Date]

OBJECT MARKERS
T-INTERSECTION AND
PAVEMENT TRANSITION
GUIDANCE

STANDARD DRAWING TITLE

STD. DWG. NO.
SN 4

UTAH DEPARTMENT OF TRANSPORTATION
STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION
SALT LAKE CITY, UTAH

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DATE: [Date]

PEDESTRIAN ACCESS

STANDARD DRAWING TITLE

STD. DWG. NO.
GW 5C

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REVISIONS			

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PROJECT: D. EYRE
PROJECT NUMBER: M. COLLIER
CHECKED BY: C. NELSON
DRAWN BY: B. MILLER
DRAWING SCALE: AS SHOWN
ISSUE DATE: APRIL 22, 2016

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SPRINGVILLE CITY
950 W 1350 S RAILROAD CROSSING, # 968062Y
DETAILS

SPRINGVILLE

UTAH



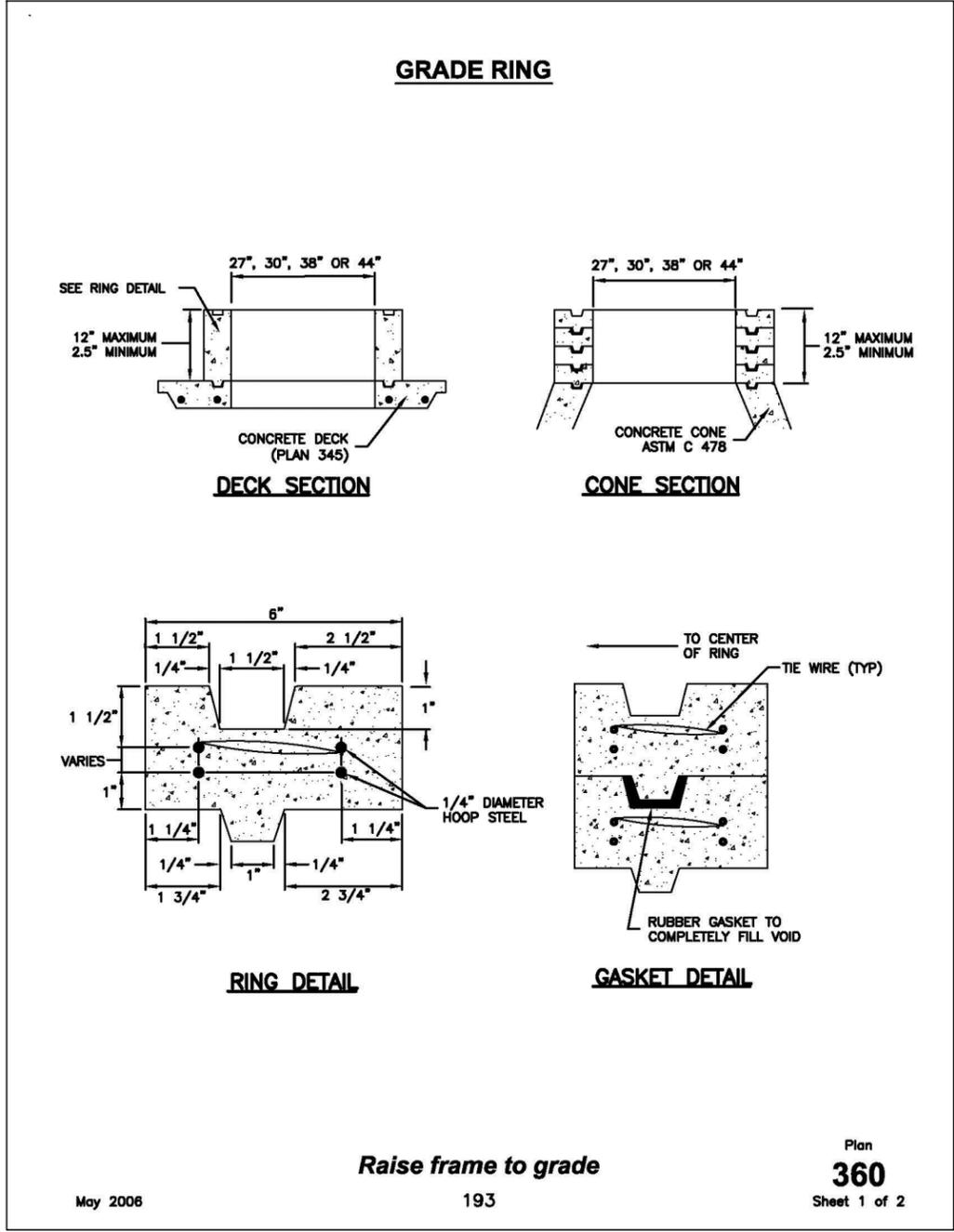
PROJECT NUMBER: 14235F
SHEET: 13 OF 14
SHEET NUMBER: CP506

100% PLANS

Raise frame to grade

1. **GENERAL**
 - A. Grade rings are used in non-pressurized applications to adjust frame to grade.
2. **PRODUCTS**
 - A. Concrete: Class 4000, APWA Section 03 30 04.
 - B. Reinforcement: Deformed, 60 ksi yield grade hoop steel, ASTM A 615.
 - 1) 2 1/2" High Rings: Provide two 1/4" diameter steel hoops tied with No. 14 AWS gage wire, 8" on center.
 - 2) 6" and 8" High Rings: Provide four 1/4" diameter steel hoops, tied with No. 14 AWS gage wire, 8" on center.
 - C. Gasket: Rubber-based, compressible.
3. **EXECUTION**
 - A. Ring Manufacture:
 - 1) Fabrication, APWA Section 03 30 10.
 - 2) Cure, APWA Section 03 39 00.
 - B. Field Installation: Seat rings with a compressible gasket.

192



RAISE/LOWER MANHOLE TO GRADE
SCALE: NONE

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RECORD OF REVISIONS			

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DESIGNED BY: D. EYRE
PROJECT MANAGER: M. COLLIER
CHECKED BY: C. NELSON
DRAWN BY: B. MILLER
DRAWING SCALE: AS SHOWN
ISSUE DATE: APRIL 22, 2016

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SPRINGVILLE CITY
950 W 1350 S RAILROAD CROSSING, # 968062Y
DETAILS

SPRINGVILLE



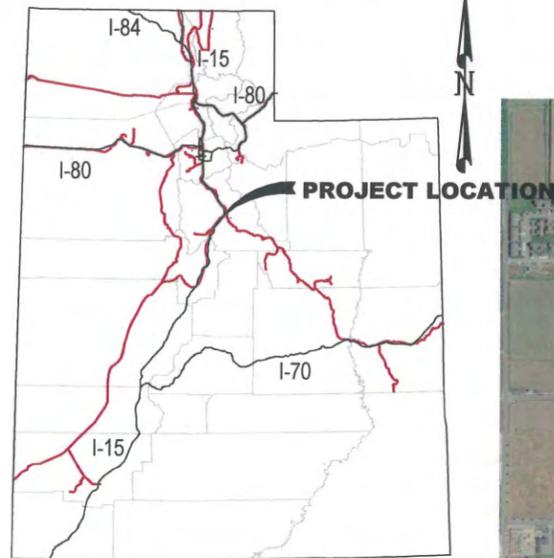
PROJECT NUMBER	14235F	
SHEET	14	OF 14
SHEET NUMBER	CP507	

100% PLANS

UTAH

SPRINGVILLE 950 W 1350 S RAILROAD CROSSING

STATE OF UTAH **TINTIC INDUSTRIAL LEAD MILEPOST 1.27 CROSSING # 968062Y**
TOWNSHIP 8 SOUTH RANGE 3 EAST



LEGEND
 — RAILROAD
 — MAJOR HIGHWAY
 — COUNTY LINE



- LEGEND**
- X — EXISTING EDGE OF ASPHALT
 - X — EXISTING FENCE
 - X — PROPOSED CHANNELIZING FENCE
 - O — PROPOSED 6' CHAIN LINK FENCE
 - W — EXISTING WATER LINE
 - G — EXISTING GAS LINE
 - UP — EXISTING UNDERGROUND POWER
 - IRR — EXISTING IRRIGATION LINE
 - SS — EXISTING SANITARY SEWER LINE
 - UT — EXISTING TELEPHONE/COMMUNICATIONS LINE
 - FO — EXISTING FIBER OPTIC LINE
 - — RIGHT OF WAY/PROPERTY LINE
 - PROPOSED PAVEMENT WORK
 - EXCAVATION (NO ASPHALT)
 - ▨ SIDEWALK/CURB & GUTTER REMOVAL AREA
 - ▩ ROADWAY EXCAVATION INCLUDING ASPHALT
 - ▧ ASPHALT ONLY REMOVAL AREA
 - ▤ PROPOSED SOD TOPSOIL
 - ▥ PROPOSED GEOTEXTILE WEED BARRIER, 3" MINUS DECORATIVE ROCK
 - ▦ DETECTABLE WARNING SURFACE
 - ▧ CRUSHED GRAVEL
 - ▨ INCIDENTAL EXCAVATION
 - ▩ PROPOSED CROSSING LIGHTS & GATES
 - 4531 — EXISTING CONTOUR LINES
 - ⊕ SURVEY CONTROL POINT

SHEET INDEX		
SHEET No.	SHEET TITLE	DESCRIPTION
1	G001	COVER
2	G002	TINTIC INDUSTRIAL LEAD CROSSING CLOSURE VICINITY MAP
3	G003	SHARP SUBDIVISION CROSSING CLOSURE VICINITY MAP
4	CD101	DEMOLITION/REMOVAL PLAN
5	CP101	ROADWAY PLAN & PROFILE
6	CG101	GRADING PLAN
7	PM101	PAVEMENT MARKING PLAN
8	CP501	ROAD SECTION & DETAILS
9	CP502	DETAILS
10	CP503	DETAILS
11	CP504	DETAILS
12	CP505	DETAILS
13	CP506	DETAILS
14	CP507	DETAILS

SURVEY CONTROL TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	7222440.94	1605022.66	4533.82	CP1
9000	7223268.70	1602845.19	4504.60	SEC 5 NW COR
9001	7223293.41	1605540.23	4519.08	SEC 5 N COR
9002	7223317.46	1608135.09	4541.82	SEC 5 NE COR

PRELIMINARY
NOT FOR CONSTRUCTION

TWJ 3/9/15

95% PLANS

P:\14235F Springville City-950 W 1350 So at Grade RR Crossing\Drawings\X-RC-Springville Design.dwg, 2/20/2015 1:58:55 PM, DWG To PDF.pps3

REVISION	DATE	BY	DESCRIPTION

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 DRAWN BY: B. MILLER
 DRAWING SCALE: AS SHOWN
 FILE NO.:
 DATE: FEBRUARY 20, 2015

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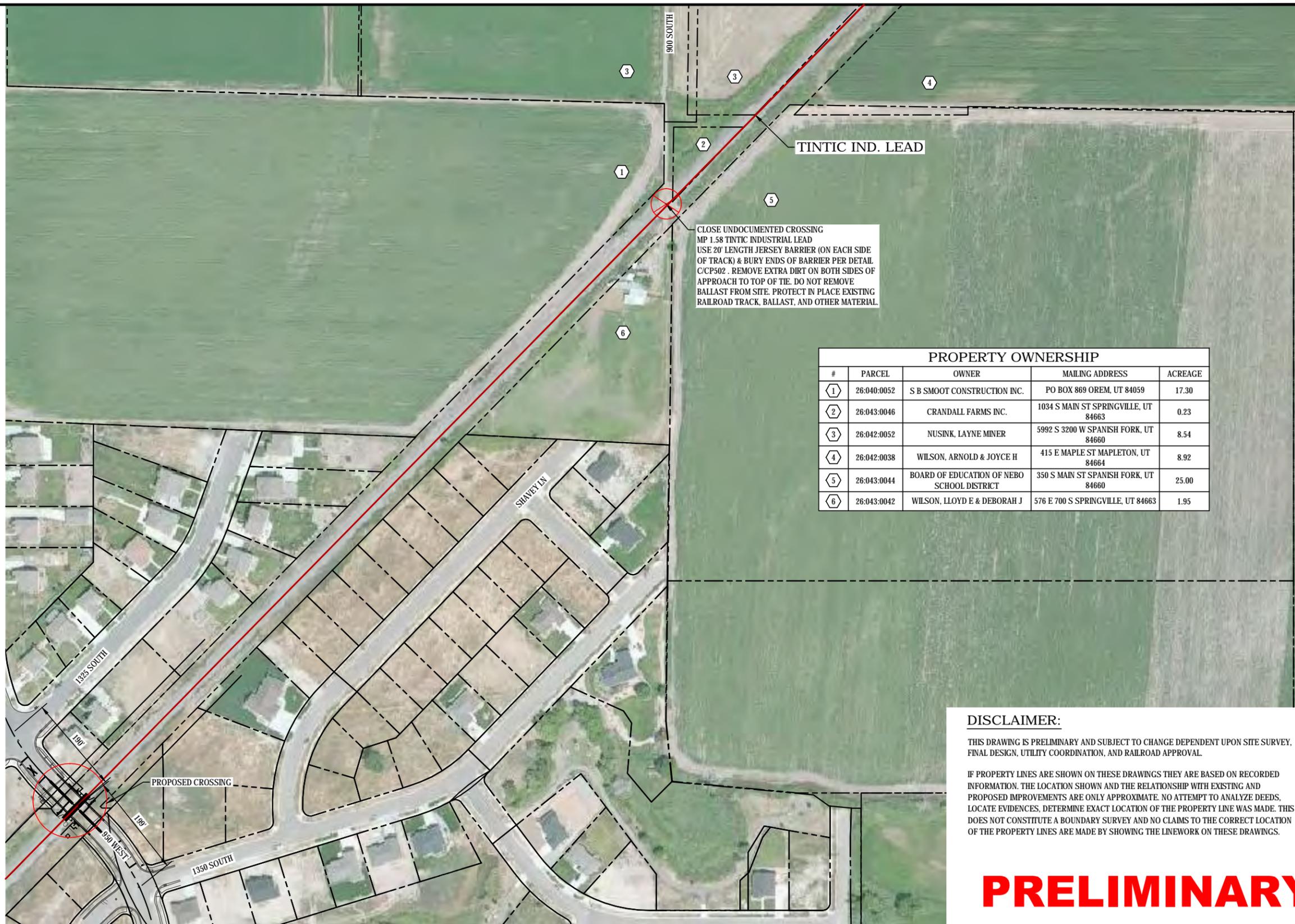
SPRINGVILLE CITY
 950 W 1350 S RAILROAD CROSSING, # 968062Y
 COVER

SPRINGVILLE UTAH

PROJECT NUMBER: 14235F
 SHEET: 1 OF 14
 SHEET NUMBER: G001

95% PLANS

P:\14235F_Springville_City-950 W 1350 So at Grade RR Crossing\Drawings\RC_Springville_Design.dwg, 2/20/2015 2:28:39 PM, DWG To PDF, pc3



PROPERTY OWNERSHIP				
#	PARCEL	OWNER	MAILING ADDRESS	ACREAGE
1	26:040:0052	S B SMOOT CONSTRUCTION INC.	PO BOX 869 OREM, UT 84059	17.30
2	26:043:0046	CRANDALL FARMS INC.	1034 S MAIN ST SPRINGVILLE, UT 84663	0.23
3	26:042:0052	NUSINK, LAYNE MINER	5992 S 3200 W SPANISH FORK, UT 84660	8.54
4	26:042:0038	WILSON, ARNOLD & JOYCE H	415 E MAPLE ST MAPLETON, UT 84664	8.92
5	26:043:0044	BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT	350 S MAIN ST SPANISH FORK, UT 84660	25.00
6	26:043:0042	WILSON, LLOYD E & DEBORAH J	576 E 700 S SPRINGVILLE, UT 84663	1.95

DISCLAIMER:

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IF PROPERTY LINES ARE SHOWN ON THESE DRAWINGS THEY ARE BASED ON RECORDED INFORMATION. THE LOCATION SHOWN AND THE RELATIONSHIP WITH EXISTING AND PROPOSED IMPROVEMENTS ARE ONLY APPROXIMATE. NO ATTEMPT TO ANALYZE DEEDS, LOCATE EVIDENCES, DETERMINE EXACT LOCATION OF THE PROPERTY LINE WAS MADE. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY AND NO CLAIMS TO THE CORRECT LOCATION OF THE PROPERTY LINES ARE MADE BY SHOWING THE LINework ON THESE DRAWINGS.

PRELIMINARY
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95% PLANS

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DRAWN BY
B. MILLER

DRAWING SCALE
AS SHOWN

ISSUE DATE
FEBRUARY 20, 2015

CALDWELL RICHARDS SORENSEN

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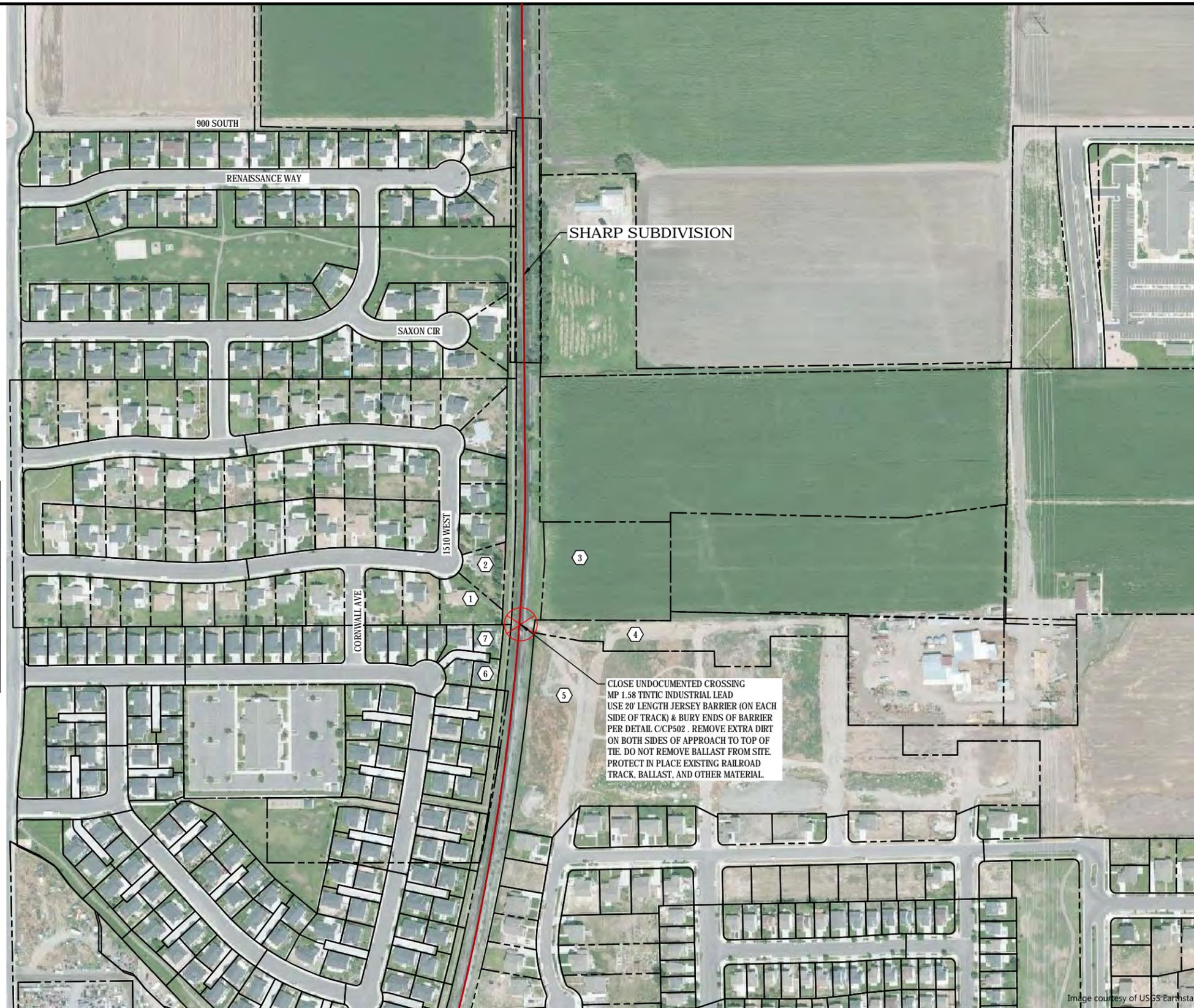
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SPRINGVILLE CITY
950 W 1350 S RAILROAD CROSSING, #968062Y
TINTIC INDUSTRIAL LEAD CROSSING CLOSURE VICINITY MAP

UTAH

PROJECT NUMBER	14235F
SHEET	2 OF 14
SHEET NUMBER	G002

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PROPERTY OWNERSHIP

#	PARCEL	OWNER	MAILING ADDRESS	ACREAGE
①	55:491:0020	SALISBURY INVESTMENTS LLC	494 W 1300 N SPRINGVILLE, UT 84663	0.39
②	55:491:0019	ORTIZ, VICTOR MANUEL & NORA	1121 S 1510 W SPRINGVILLE, UT 84663	0.31
③	26:047:0014	SUMSION, ELVIN GENE & THOMAS CRAIG	4477 S 940 E SPRINGVILLE, UT 84663	2.06
④	43:217:0002	THE MEADOWS @ JESSIE'S BROOK LLC	11650 S STATE ST # 300 DRAPER, UT 84020	1.62
⑤	43:217:0002	THE MEADOWS @ JESSIE'S BROOK LLC	11650 S STATE ST # 300 DRAPER, UT 84020	11.06
⑥	65:088:0027	INSIXIENGMAI, SANGVANE	1510 W 1200 S SPRINGVILLE, UT 84663	0.12
⑦	65:088:0026	GARRARD, STEVEN T & JUDY	1512 W 1200 S SPRINGVILLE, UT 84663	0.15

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Image courtesy of USGS Earthstar

95% PLANS

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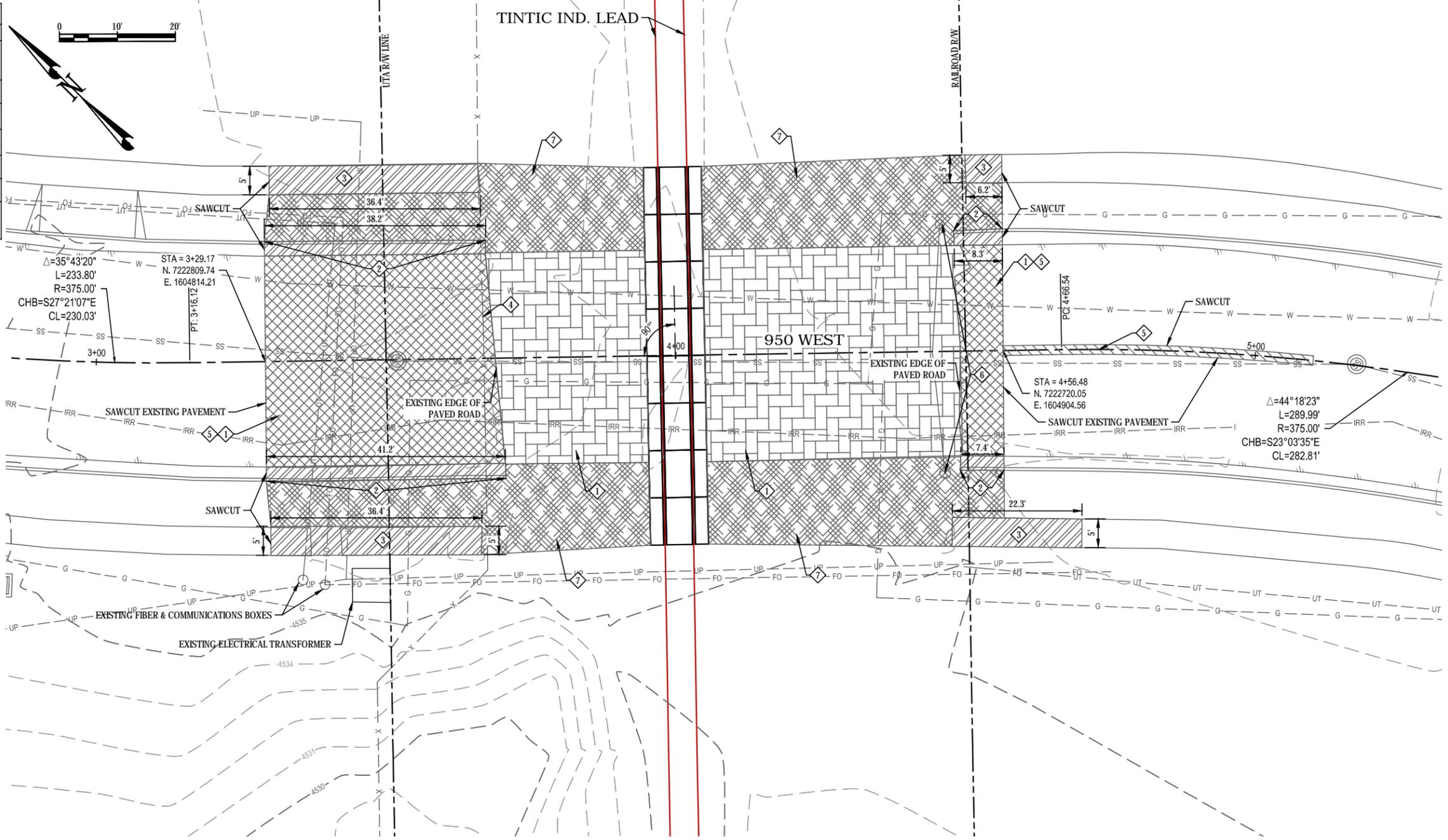
SPRINGVILLE CITY
950 W 1350 S RAILROAD CROSSING, # 968062Y
SHARP SUBDIVISION CROSSING CLOSURE VICINITY MAP

SPRINGVILLE

UTAH

PROJECT NUMBER	14235F	
SHEET	3	OF 14
SHEET NUMBER	G003	

KEY NOTES			
ITEM	DESCRIPTION	UNIT	QUANTITY
1	ROADWAY EXCAVATION AND DISPOSAL (FOR PAVEMENT SECTION 26 INCHES THICK, NO ASPHALT PLAN QUANTITY)	SY	375
2	SAWCUT & REMOVE CONCRETE CURB & GUTTER	LF	100
3	REMOVE CONCRETE SIDEWALK (SAWCUT AT NEAREST JOINT AND REMOVE)	SY	60
4	REMOVE EXISTING CHAIN LINK FENCE/GATE/FENCE SIGNS	LF	75
5	REMOVE EXISTING ASPHALT	SY	200
6	REMOVE BOLLARD/BARRICADE POSTS & CHAINS	LS	1
7	EXCAVATION (INCIDENTAL TO CONCRETE/ LANDSCAPE WORK, NO ADDITIONAL PAY) THICKNESS VARIES	SY	318



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**PRELIMINARY
NOT FOR CONSTRUCTION**

- NOTES:**
1. CONTRACTOR IS RESPONSIBLE FOR NOTIFYING UPRR PRIOR TO COMMENCING WORK. ANY WORK WITHIN 25' OF THE TRACK CENTERLINE WILL NEED TO BE DONE WITH A FLAGGER ON SITE. CONTRACTOR IS RESPONSIBLE TO ARRANGE AND PAY FOR THE FLAGGER.
 2. CONTRACTOR IS RESPONSIBLE TO OBTAIN RAILROAD PROTECTIVE LIABILITY INSURANCE AND ANY OTHER INSURANCE REQUIRED BY UPRR OR UTA PRIOR TO COMMENCING WORK.
 3. CONTRACTOR IS RESPONSIBLE FOR NOTIFYING UTA PRIOR TO COMMENCING WORK. ANY WORKER WITHIN THE UTA RIGHT OF WAY NEEDS TO TAKE THE ROADWAY WORKER PROTECTION TRAINING CLASS OFFERED BY UTA.
 4. CONTRACTOR IS RESPONSIBLE TO PROTECT ALL EXISTING UTILITIES IN PLACE EXCEPT WHERE MODIFICATIONS ARE IDENTIFIED. IF A UTILITY CONFLICT IS ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE CITY AND WORK WITH THE CITY TO RESOLVE.
 5. CONTRACTOR SHALL TAKE OWNERSHIP OF ALL DEMOLISHED/REMOVED MATERIALS AND SHALL BE RESPONSIBLE TO REMOVE THEM FROM THE SITE AND DISPOSE OF THEM IN A LEGAL MANNER AND LOCATION.
 6. EXISTING CURB & GUTTER THAT IS TO REMAIN IN PLACE MUST BE AT LEAST 4 FT IN LENGTH, OTHERWISE, SAWCUT AT THE NEAREST JOINT.

95% PLANS

NO.	DATE	DESCRIPTION

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SPRINGVILLE CITY
950 W 1350 S RAILROAD CROSSING, # 968062Y
DEMOLITION/REMOVAL PLAN

SPRINGVILLE

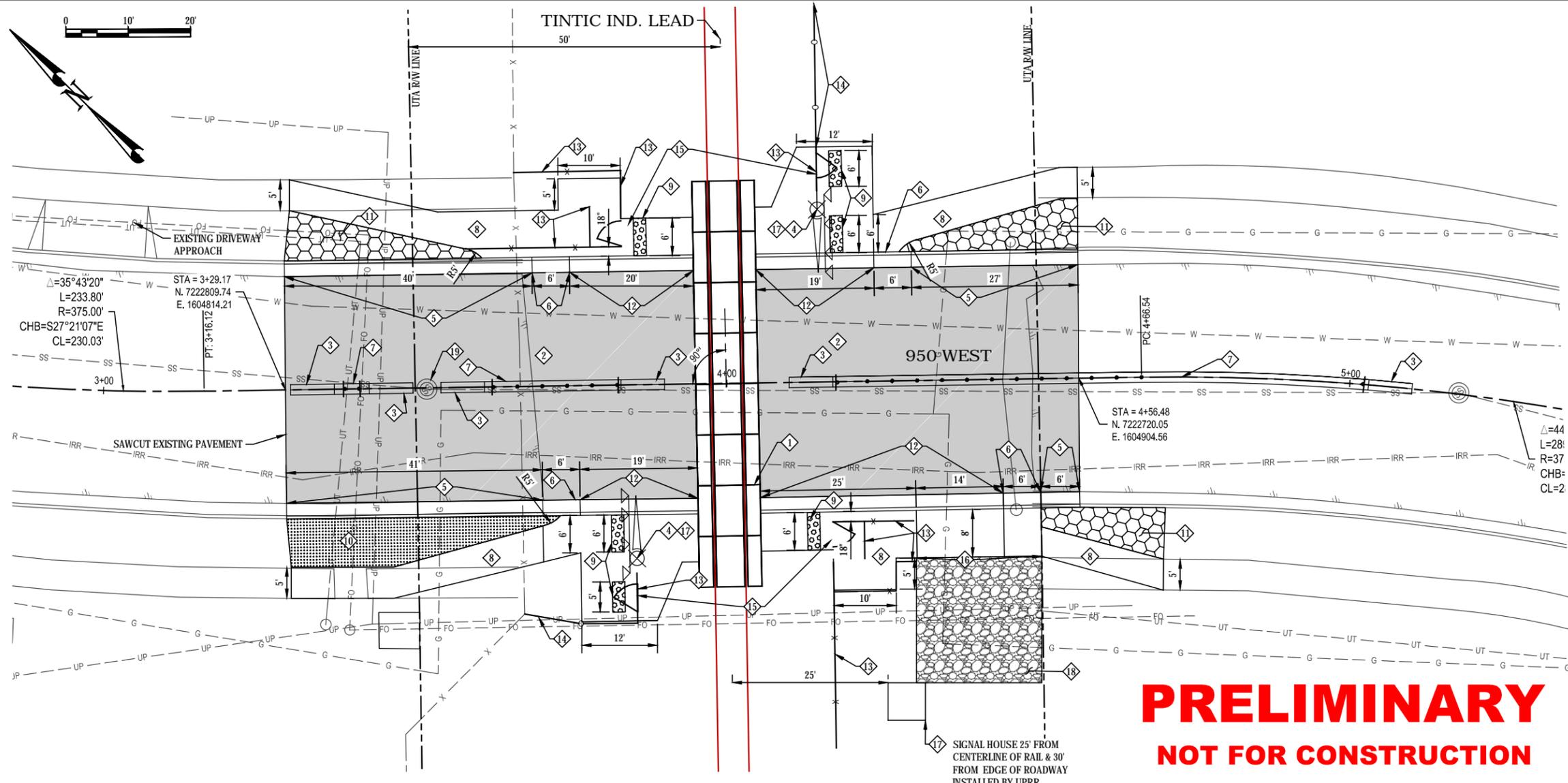
UTAH

PROJECT NUMBER 14235F
SHEET 4 OF 14
SHEET NUMBER CD101

UTAH

KEY NOTES

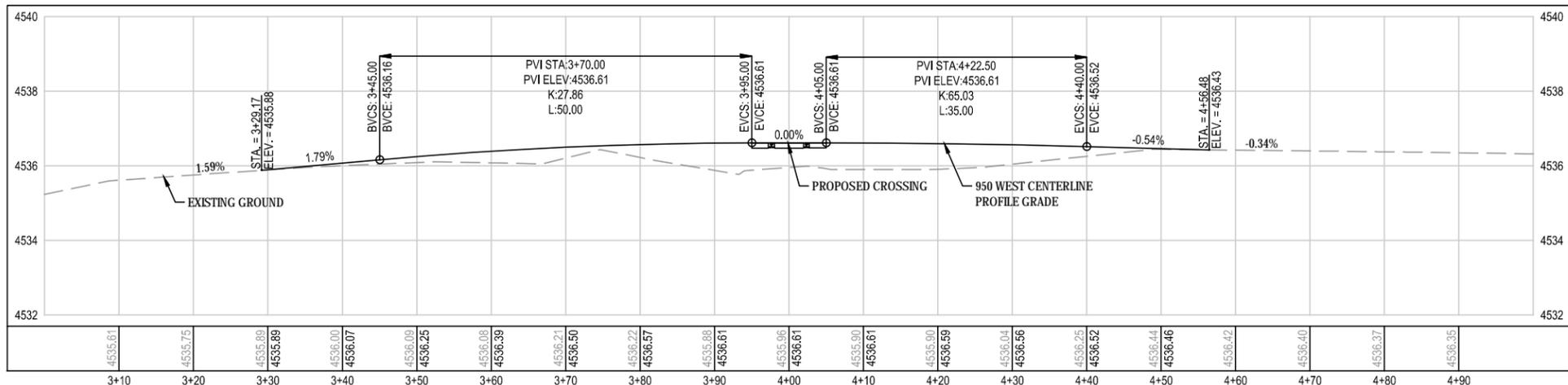
ITEM	DESCRIPTION	UNIT	QTY
1	INSTALL PRECAST CONCRETE PANELS FOR 10' WOOD TIES PER DETAILS A/CP502, & A/CP503, RETROFIT NEW TIES AS NECESSARY (BY UPRR)	TRACK FOOT	64
2	INSTALL NEW PAVEMENT SECTION - 3" HMA (85 TONS), 8" BASE COURSE (PLAN QUANTITY 110 CY), 18" IMPORTED GRANULAR FILL (PLAN QUANTITY 260 CY) SEE DETAIL A/CP501	SF	4,275
3	84" PLOWABLE END SECTION PER DETAIL B/CP505 (PAINT REFLECTIVE YELLOW)	EA	6
4	RAILROAD CROSSING LIGHTS & GATES BY UPRR, SEE DETAIL B/CP503	EA	2
5	INSTALL CONCRETE CURB & GUTTER TYPE E (6" THICK BASE COURSE) PER DETAIL C/CP501	LF	115
6	INSTALL CONCRETE CURB & GUTTER TRANSITIONS PER DETAIL B/CP502	LF	24
7	INSTALL UDOT TYPE B5 MEDIAN CURB (BACK TO BACK, PAINTED REFLECTIVE YELLOW) PER B/CP505	LF	115
8	INSTALL CONCRETE SIDEWALK 6" THICK (BASE COURSE 4" THICK)	SF	1,900
9	INSTALL DETECTABLE WARNING SURFACE PER DETAIL B/CP506	EA	6
10	INSTALL CONTRACTOR FURNISHED TOPSOIL (4" THICK), TURF SOD, INSTALL IRRIGATION SPRINKLERS	SY	30
11	INSTALL GEOTEXTILE - WEED BARRIER (DEWITT PRO 5 OR EQUIVALENT), INSTALL 3" MINUS DECORATIVE ROCK (MIN 6" THICK), PROTECT IN PLACE ANY EXISTING TREES	SY	45
12	INSTALL CONCRETE VALLEY GUTTER (6" THICK BASE COURSE) PER DETAIL C/CP502	LF	90
13	INSTALL 43" CHAIN LINK CHANNELING FENCE PER DETAIL A/CP501 & A/CP505	LF	140
14	INSTALL 6" CHAIN LINK FENCE B/CP501	LF	45
15	SPRING LOADED SWING GATE PER DETAIL C/CP503	EA	4
16	CONSTRUCT DRIVEWAY APPROACH 6" THICK (BASE COURSE 8" THICK)	SF	165
17	CROSSING SIGNAL SYSTEM BY UPRR	LS	1
18	INSTALL 1" MINUS CRUSHED GRAVEL (INSTALL AT UNIFORM SLOPE FROM SIDEWALK TO SIGNAL HOUSE) 6" THICK	SF	410
19	RAISE OR LOWER MANHOLE TO GRADE	EA	1



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 - COORDINATES AND ELEVATIONS FOR PROPOSED IMPROVEMENTS ARE FOUND IN THE POINTS TABLE ON SHEET CG101.
 - COORDINATE WITH CITY REGARDING COLOR AND SIZE OF DECORATIVE ROCK TO MATCH EXISTING. PROVIDE SAMPLE TO CITY FOR APPROVAL PRIOR TO PLACEMENT.
 - COORDINATE ALL IRRIGATION LINE CONNECTION WORK WITH ALEX ROYLANCE AT SPRINGVILLE CITY 801-489-5742.
 - COORDINATE CONSTRUCTION WORK WITH UPRR CONSTRUCTION REGARDING SIGNAL WORK, RAIL, AND CROSSING PANEL WORK.

950 WEST PROFILE



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NO.	DATE	BY	DESCRIPTION

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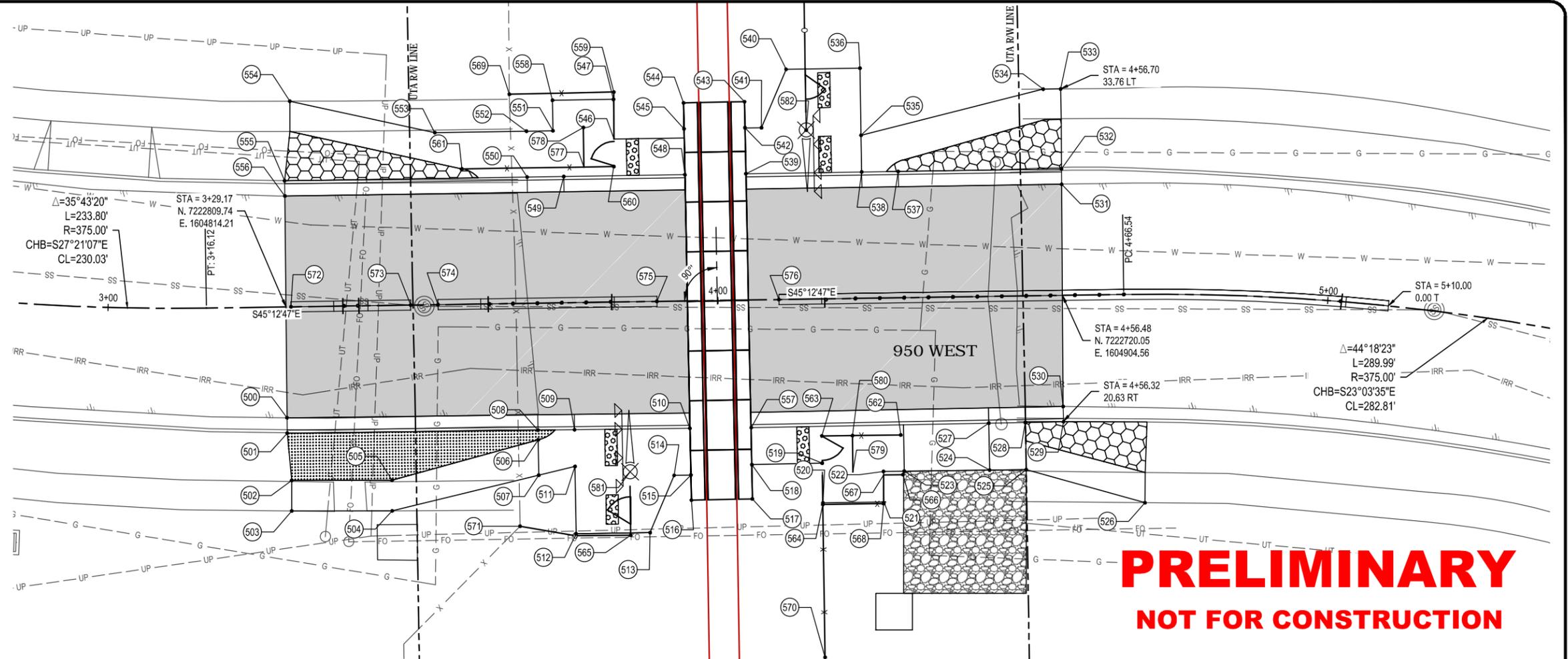
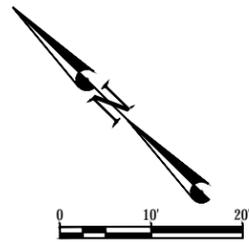
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SPRINGVILLE CITY
 950 W 1350 S RAILROAD CROSSING, # 968062Y
 ROADWAY PLAN & PROFILE

SPRINGVILLE UTAH

PROJECT NUMBER: **14235F**
 SHEET: **5** OF **14**
 SHEET NUMBER: **CP101**



NOTE:
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ABBREVIATIONS

- LOG = LIP OF GUTTER
- TBC = TOP BACK OF CURB
- SW = SIDEWALK
- DW = DRIVEWAY
- PANEL = CORNER OF CONCRETE CROSSING PANEL
- BOG = BOTTOM OF CROSSING GATE POLE
- EC = END OF MEDIAN CURB

POINTS TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
500	7222796.93	1604801.35	4535.68	LOG
501	7222795.16	1604799.59	4535.75	TBC
502	7222789.23	1604794.57	4535.82	SW
503	7222785.73	1604791.00	4535.85	SW
504	7222773.96	1604802.54	4536.17	SW
505	7222777.48	1604806.10	4536.12	SW
506	7222764.98	1604827.57	4536.49	SW
507	7222760.86	1604823.49	4536.61	SW
508	7222766.10	1604828.67	4536.46	TBC
509	7222761.86	1604832.92	4536.05	TBC
510	7222748.51	1604846.30	4536.33	TBC
511	7222757.62	1604828.68	4536.17	SW
512	7222749.78	1604820.92	4536.39	SW
513	7222741.25	1604829.54	4536.62	SW
514	7222744.97	1604839.00	4536.47	SW
515	7222743.05	1604840.95	4536.43	SW
516	7222740.12	1604838.08	4536.40	PANEL

POINTS TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
517	7222733.11	1604845.21	4536.40	PANEL
518	7222737.09	1604849.17	4536.44	SW
519	7222729.02	1604857.38	4536.33	SW
520	7222724.38	1604852.83	4536.43	SW
521	7222717.34	1604859.93	4536.30	SW
522	7222720.88	1604863.46	4536.23	SW
523	7222718.48	1604865.87	4536.20	DW
524	7222708.59	1604875.78	4536.09	DW
525	7222704.35	1604880.03	4536.59	SW
526	7222686.65	1604889.77	4536.40	SW
527	7222714.07	1604881.17	4535.96	TBC
528	7222709.86	1604885.45	4536.43	TBC
529	7222705.47	1604889.90	4536.01	TBC
530	7222707.25	1604891.65	4535.89	LOG
531	7222732.85	1604917.47	4536.07	LOG
532	7222734.63	1604919.23	4536.30	TBC
533	7222743.86	1604928.50	4536.68	SW

POINTS TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
534	7222745.90	1604926.47	4536.69	SW
535	7222761.96	1604900.20	4536.42	SW
536	7222769.75	1604907.94	4536.64	SW
537	7222753.47	1604900.24	4536.73	TBC
538	7222757.70	1604895.98	4536.30	TBC
539	7222771.06	1604882.51	4536.71	TBC
540	7222778.29	1604899.33	4536.91	SW
541	7222774.50	1604889.67	4536.70	SW
542	7222776.43	1604887.79	4536.75	SW
543	7222779.46	1604890.76	4536.78	PANEL
544	7222786.47	1604883.64	4536.78	PANEL
545	7222783.45	1604880.66	4536.75	SW
546	7222790.48	1604871.45	4536.47	SW
547	7222795.10	1604876.02	4536.54	SW
548	7222778.11	1604875.40	4536.71	TBC
549	7222792.10	1604861.30	4536.17	TBC
550	7222796.32	1604857.04	4536.57	TBC

POINTS TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
551	7222798.59	1604865.40	4536.36	SW
552	7222801.65	1604862.32	4536.72	SW
553	7222812.24	1604851.65	4536.45	SW
554	7222832.81	1604838.71	4536.02	SW
555	7222824.32	1604828.82	4535.71	TBC
556	7222822.55	1604827.06	4535.42	LOG
557	7222741.40	1604853.43	4536.48	TBC
558	7222802.14	1604868.92	4536.46	SW
559	7222795.88	1604876.93	4536.22	FENCE
560	7222787.36	1604868.21	4536.41	FENCE
561	7222804.90	1604850.53	4536.38	FENCE
562	7222723.03	1604869.71	4536.07	FENCE
563	7222732.17	1604860.54	4536.28	FENCE
564	7222724.21	1604852.62	4536.40	FENCE
565	7222743.22	1604827.03	4536.47	FENCE
566	7222718.23	1604865.32	4536.21	FENCE
567	7222720.48	1604863.06	4536.24	FENCE

POINTS TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
568	7222717.19	1604859.70	4536.26	FENCE
569	7222807.89	1604864.68	4536.50	FENCE
570	7222706.46	1604835.02	4534.42	FENCE
571	7222757.22	1604815.39	4535.47	FENCE
572	7222809.16	1604814.79	4535.89	LOG
573	7222795.33	1604828.72	4536.22	EC
574	7222792.18	1604831.90	4536.28	EC
575	7222766.89	1604857.38	4536.58	EC
576	7222752.80	1604871.57	4536.60	EC
577	7222790.81	1604864.73	4536.28	FENCE
578	7222795.40	1604869.28	4536.43	FENCE
579	7222724.41	1604859.90	4536.29	FENCE
580	7222728.62	1604864.10	4536.18	FENCE
581	7222750.55	1604834.36	4536.34	BOG
582	7222768.99	1604894.51	4536.58	BOG

NO.	DATE	BY	DESCRIPTION

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 PROJECT MANAGER: **M. COLLIER**
 CHECKED BY: **C. NELSON**
 DRAWN BY: **B. MILLER**
 DRAWING SCALE: **AS SHOWN**
 ISSUE DATE: **FEBRUARY 20, 2015**

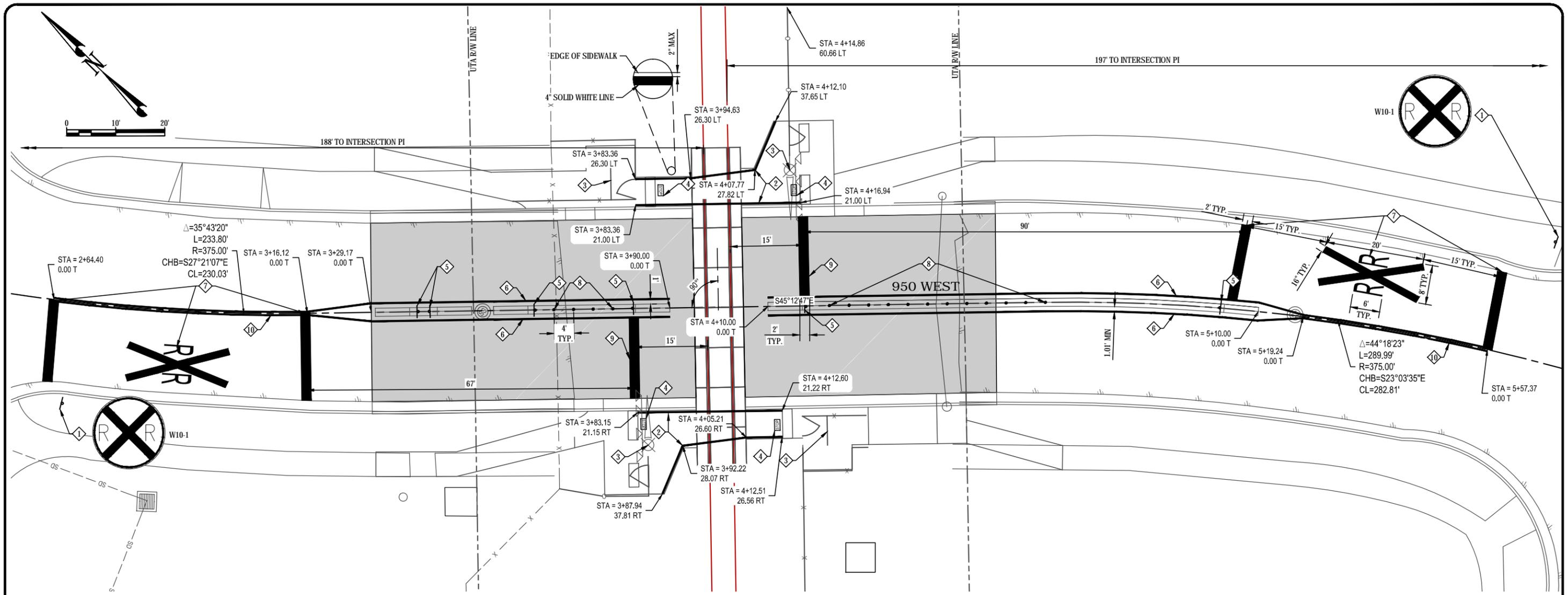
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SPRINGVILLE CITY
 950 W 1350 S RAILROAD CROSSING, # 968062Y
 GRADING PLAN

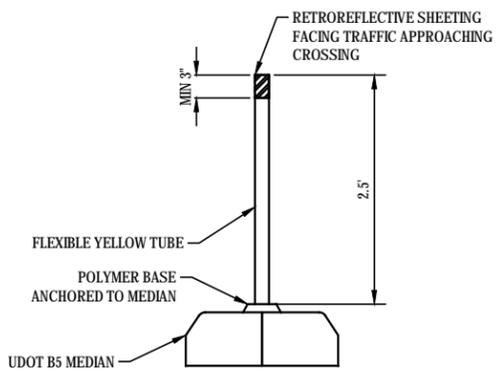
SPRINGVILLE UTAH

PROJECT NUMBER: **14235F**
 SHEET: **6** OF **14**
 SHEET NUMBER: **CG101**



NOTE:
 1. CONTRACTOR IS RESPONSIBLE TO PROTECT ALL EXISTING UTILITIES IN PLACE EXCEPT WHERE MODIFICATIONS ARE IDENTIFIED. IF A UTILITY CONFLICT IS ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE CITY AND WORK WITH THE CITY TO RESOLVE.

KEY NOTES			
ITEM	DESCRIPTION	UNIT	QTY
1	INSTALL HIGHWAY-RAIL GRADE CROSSING ADVANCE WARNING (W10-1) SIGN	EA	2
2	PAVEMENT MARKING PAINT (4" SOLID WHITE LINE) ON PEDESTRIAN FACILITIES PER DETAIL A/CP504	LF	60
3	INSTALL "LOOK" SIGN PER DETAIL A/CP504	EA	4
4	INSTALL "STOP" PAVEMENT MESSAGE PER DETAIL A/CP504	EA	4
5	OBJECT MARKER SIGN OM-3L PER DETAIL A/CP506	EA	6
6	PAVEMENT MARKING PAINT (4" SOLID YELLOW)	LF	370
7	PAVEMENT MESSAGE PAINT (RAILROAD CROSSING ADVANCE WARNING)	EA	2
8	FLEXIBLE DELINEATORS PER DETAIL A/PM101	EA	16
9	PAVEMENT MESSAGE PAINT (24" SOLID WHITE LINE, STOP BAR)	LF	33
10	PAVEMENT MARKING PAINT (4" DOUBLE YELLOW)	LF	90



A FLEXIBLE DELINEATOR DETAIL
 SCALE: NONE

PRELIMINARY
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P:\14235F_Springville_City-950 W 1350 So at Grade RR Crossing\Drawings\RC_Springville_Design.dwg, 2/20/2015 2:56:41 PM, DWG To PDF, pc3

NO.	DATE	BY	DESCRIPTION

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 CHECKED BY: **C. NELSON**
 DRAWN BY: **B. MILLER**
 DYNAMIC SCALE: **AS SHOWN**
 ISSUE DATE: **FEBRUARY 20, 2015**

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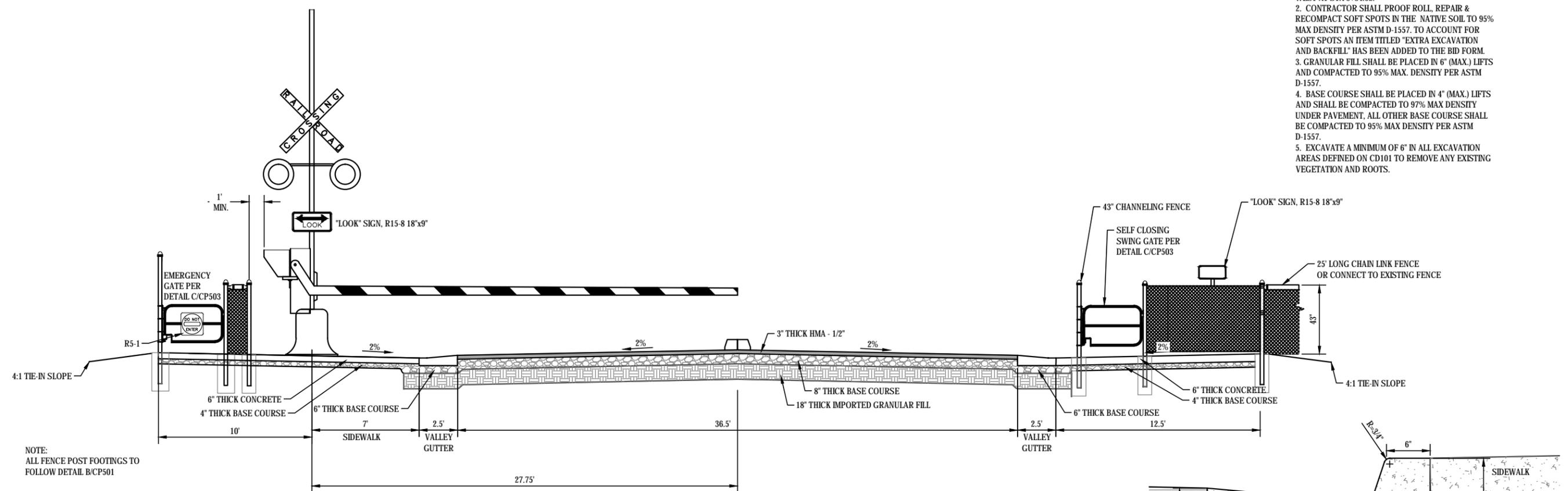
SPRINGVILLE CITY
 950 W 1350 S RAILROAD CROSSING, # 968062Y
 PAVEMENT MARKING PLAN

PROJECT NUMBER	14235F	
SHEET	7	OF 14
SHEET NUMBER	PM101	

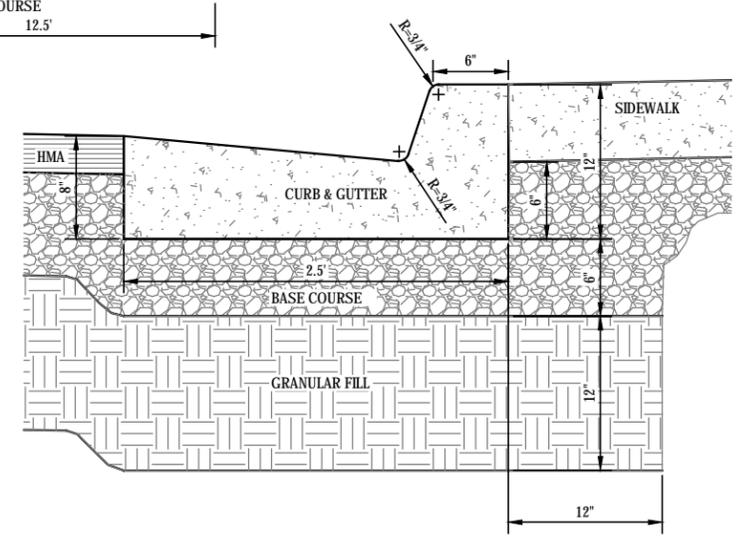
95% PLANS

UTAH

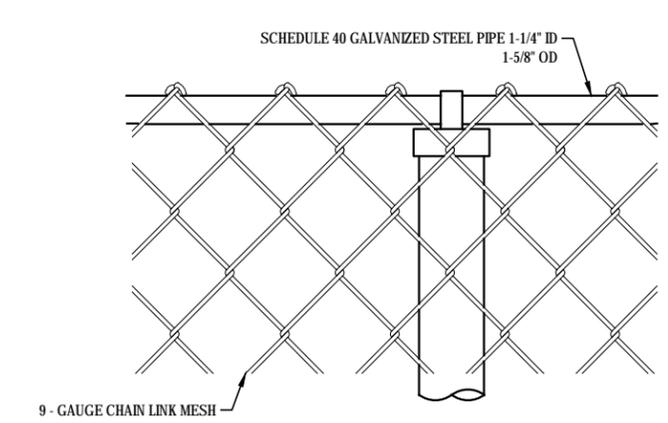
- NOTES:
1. THE SAME SECTION VIEW CAN BE APPLIED LOOKING WEST AT STA 3+84.62.
 2. CONTRACTOR SHALL PROOF ROLL, REPAIR & RECOMPACT SOFT SPOTS IN THE NATIVE SOIL TO 95% MAX DENSITY PER ASTM D-1557. TO ACCOUNT FOR SOFT SPOTS AN ITEM TITLED "EXTRA EXCAVATION AND BACKFILL" HAS BEEN ADDED TO THE BID FORM.
 3. GRANULAR FILL SHALL BE PLACED IN 6" (MAX.) LIFTS AND COMPACTED TO 95% MAX. DENSITY PER ASTM D-1557.
 4. BASE COURSE SHALL BE PLACED IN 4" (MAX.) LIFTS AND SHALL BE COMPACTED TO 97% MAX DENSITY UNDER PAVEMENT. ALL OTHER BASE COURSE SHALL BE COMPACTED TO 95% MAX DENSITY PER ASTM D-1557.
 5. EXCAVATE A MINIMUM OF 6" IN ALL EXCAVATION AREAS DEFINED ON CD101 TO REMOVE ANY EXISTING VEGETATION AND ROOTS.



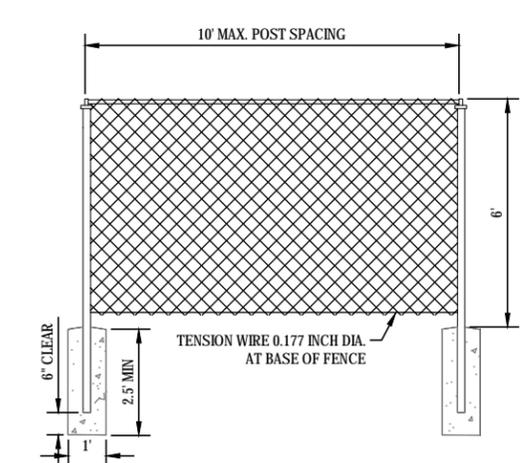
**SECTION VIEW STA 4+14.33
LOOKING EAST**
SCALE: NONE



CURB & GUTTER
SCALE: NONE



KNUCKLED SELVAGE TYPE II



CHAIN LINK FENCE DETAILS
SCALE: NONE

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95% PLANS

P:\14235F_Springville_City-950 W 1350 So at Grade RR Crossing\Drawings\X-RC_Springville_Design.dwg, 2/20/2015 1:58:39 PM, DWG To PDF, pc3

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DRAWING SCALE: AS SHOWN
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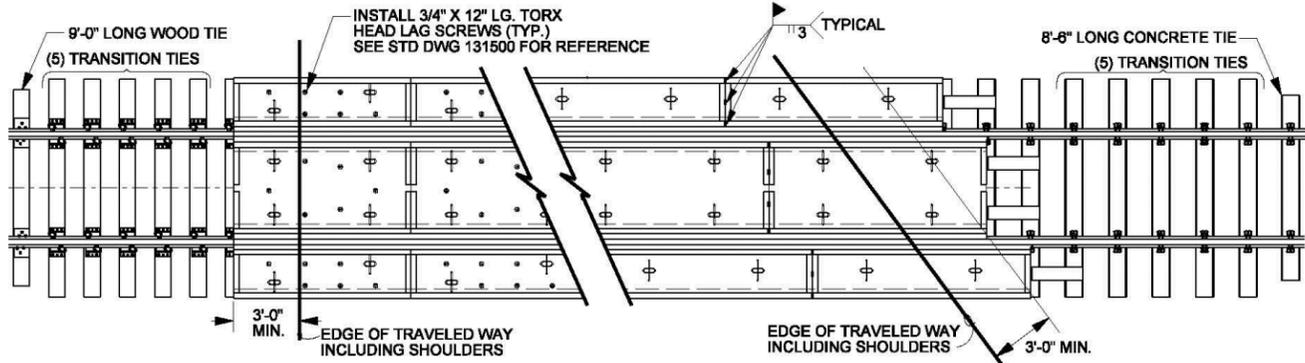
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SPRINGVILLE CITY
950 W 1350 S RAILROAD CROSSING, # 968062Y
ROAD SECTION & DETAILS

SPRINGVILLE

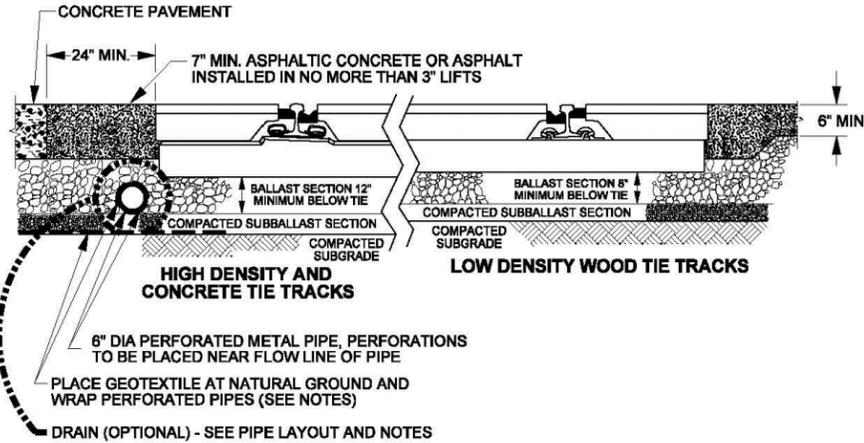
UTAH

PROJECT NUMBER	14235F
SHEET	8 OF 14
SHEET NUMBER	CP501



PLAN VIEW OF PANEL WITH TIMBER TIES

PLAN VIEW OF PANEL & JOINT WELD LOCATION W/CONCRETE TIES



TYPICAL BALLAST AND ASPHALT DETAIL

NOTES:
SEE PAGE 2 FOR NOTES AND MORE DETAILS.

**UNION PACIFIC RAILROAD
ENGINEERING STANDARDS**

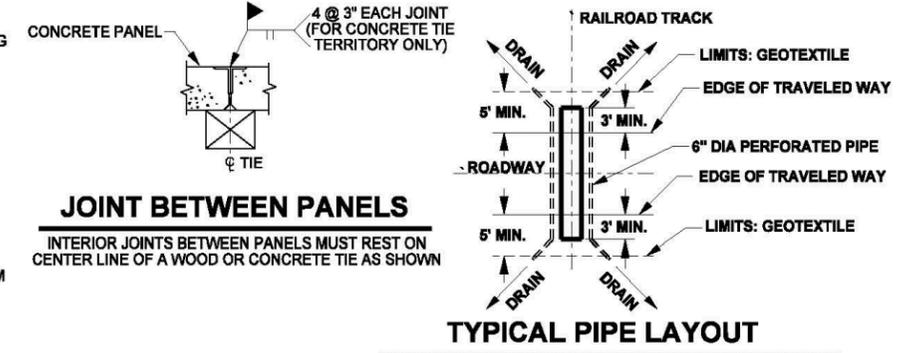
**INSTALLATION OF ROAD
CROSSINGS W/ PRECAST
CONCRETE PANELS**

APPROVED: *David O'Connell*
VP ENGINEERING
ADOPTED: DEC. 19, 1987
REVISED: JAN. 17, 2011
FILE NO.: 0304H

STD DWG
0304H
PAGE 1 OF 2

STD DWG
0304H
PAGE 1 OF 2

- NOTES:
- CROSSING PANEL SUPPORT THROUGH THE CROSSING MUST BE UNIFORM. CONCRETE TIE SPACING IS TO BE A MAXIMUM OF 24" CENTER TO CENTER. WOOD TIE SPACING TO BE MAXIMUM OF 19 1/2" CENTER TO CENTER. TIE SPACING MUST BE ADJUSTED TO SUPPORT THE ENDS OF THE PANELS.
 - CROSSING SITE IS TO BE INSPECTED PRIOR TO START OF INSTALLATION TO DETERMINE THAT PROPER DRAINAGE AND SURFACE SUPPORT IS PROVIDED, TRACK GRADE IS UNIFORM AND EXISTING TIES ARE AT LEAST 10' LONG.
 - IF CONDITIONS WARRANT, SITE IS TO BE OVER-EXCAVATED AND CROSSING DRAINAGE SYSTEM INSTALLED USING COMPACTED, WELL GRADED GRANULAR FILL, SUBBALLAST, GEOTEXTILE AND PERFORATED DRAINAGE PIPE (IF REQUIRED) INSTALLED PER DETAILS OF THIS DRAWING.
 - ADDITIONAL SITE DRAINAGE INCLUDING PROPER DRAINAGE AT EACH QUADRANT OF CROSSING SHALL BE COMPLETED TO ENSURE CROSSING DRAINAGE.
 - PRECAST PANELS ARE TO BE HANDLED AND SUPPORTED AT SPECIFIED LIFTING INSERT LOCATIONS ONLY. LIFTING EQUIPMENT AND CONNECTION INSERTS ARE TO BE PROPERLY SIZED TO HANDLE THE LENGTH OF PANELS BEING INSTALLED. RING LIFTING DEVICES ARE AVAILABLE FROM COMPANY WAREHOUSE.
 - APPROACH ASPHALT ROADWAY PAVING IS TO MEET STATE DOT HIGHWAY SPECIFICATIONS AND INSTALLED ACCORDINGLY. ASPHALT IS TO BE INSTALLED WITH PAVER WITH MAXIMUM 3" LIFTS AND LAID PARALLEL TO CROSSING TO MINIMIZE APPROACH SETTLEMENTS.
 - GEOTEXTILE AND PIPE TO BE INSTALLED ONLY AT LOCATIONS WHERE REQUIRED BY STATE OR LOCAL AGENCIES OR WHERE DESIGNATED BY CHIEF ENGINEER.
 - GALVANIZED ELASTIC FASTENERS ARE TO BE USED WITHIN THE CROSSING AREA. PANDROL E-CLIPS TO BE USED ON WOOD TIE CROSSINGS AND SAFELOK CLIPS ON CONCRETE TIE CROSSINGS.
 - ALL RAIL JOINTS IN CROSSING AREA TO BE WELDED, DO NOT INSTALL BOLTED JOINT BARS.
 - REPORT CROSSING GATE MALFUNCTIONS TO 24 HR UPRR CROSSING HOT LINE AT 1-800-848-8715.
 - ALL EXCEPTIONS TO THIS PLAN MUST BE APPROVED BY THE CHIEF ENGINEER.

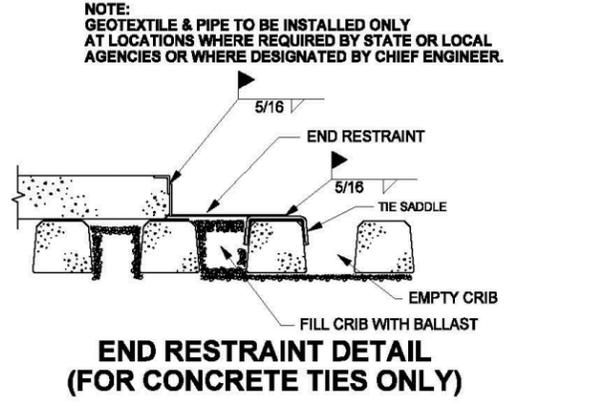


REQUIRED COMPONENTS

RING LIFTING DEVICE	410-1371
3/4" TORX SCREW FOR WOOD TIES (STD DWG 131500)	130-5400
ELASTOMERIC BEARING PAD FOR 141 LB. RAIL ON WOOD TIES	540-0203
CONFORMAL ELASTOMERIC BEARING PAD FOR 10'-0" CONCRETE TIES	503-6315
CONFORMAL ELASTOMERIC BEARING PAD FOR 8'-6" CONCRETE TIES	503-6312
END RESTRAINT FOR CONCRETE TIES (ONLY)	540-1925

OPTIONAL COMPONENTS (SET INCLUDES 6 PIECES)

20' SECTION 6" PERFORATED PIPE	510-3201
6" ADJUSTABLE ELBOW	510-3557
6" PIPE BANDS	510-3379
100' ROLL GEOTEXTILE	550-0119



**UNION PACIFIC RAILROAD
ENGINEERING STANDARDS**

**INSTALLATION OF ROAD
CROSSINGS W/ PRECAST
CONCRETE PANELS**

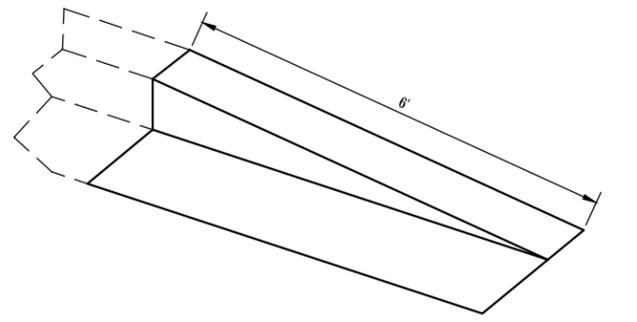
APPROVED: *David O'Connell*
VP ENGINEERING
ADOPTED: DEC. 19, 1987
REVISED: JAN. 17, 2011
FILE NO.: 0304H

STD DWG
0304H
PAGE 2 OF 2

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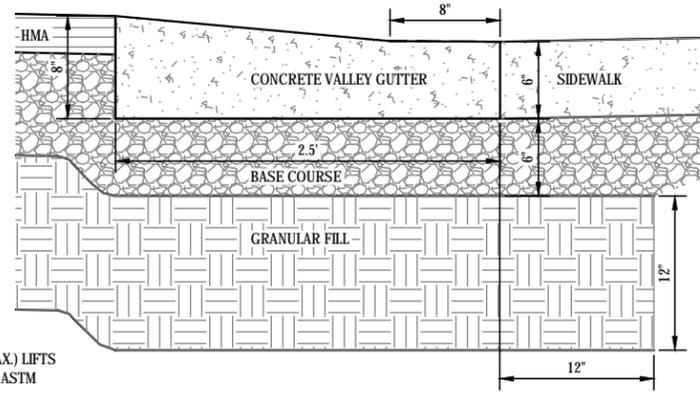
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A PRECAST CONCRETE CROSSING PANELS
SCALE: NONE



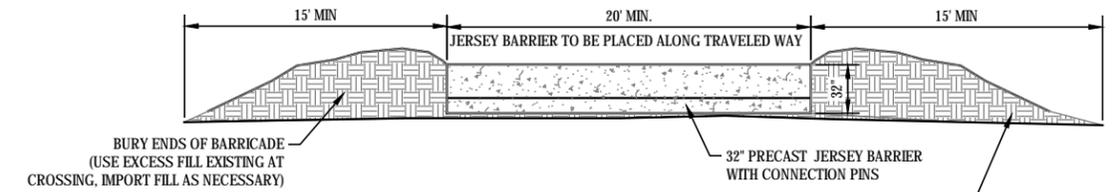
TRANSITION CURB & GUTTER DETAIL

- NOTES:
- GRANULAR FILL SHALL BE PLACED IN 6" (MAX.) LIFTS AND COMPACTED TO 95% MAX. DENSITY PER ASTM D-1557.
 - BASE COURSE SHALL BE PLACED IN 4" (MAX.) LIFTS AND SHALL BE COMPACTED TO 95% MAX DENSITY.



CONCRETE VALLEY GUTTER

**PRELIMINARY
NOT FOR CONSTRUCTION**



CROSSING CLOSURE BARRICADE DETAILS

NOTE:
EXISTING CROSSINGS TO BE CLOSED DO NOT HAVE TOPOGRAPHIC SURVEY DATA. ANY ATTEMPTS TO QUANTIFY FILL MATERIAL FOR THE BARRICADES ARE ESTIMATES. CONTRACTOR IS RESPONSIBLE FOR ACCOUNTING FOR ALL FILL QUANTITIES NEEDED IN BID.

RECORD OF REVISIONS

NO.	DATE	DESCRIPTION

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DRAWN BY: B. MILLER
DRAWING SCALE: AS SHOWN
ISSUE DATE: FEBRUARY 20, 2015

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SPRINGVILLE CITY
950 W 1350 S RAILROAD CROSSING, # 968062Y
DETAILS

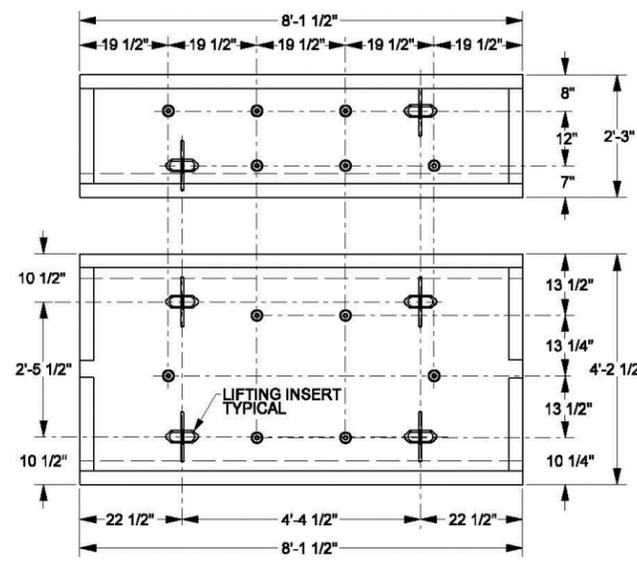
UTAH

PROJECT NUMBER: 14235F
SHEET: 9 OF 14
SHEET NUMBER: CP502

95% PLANS

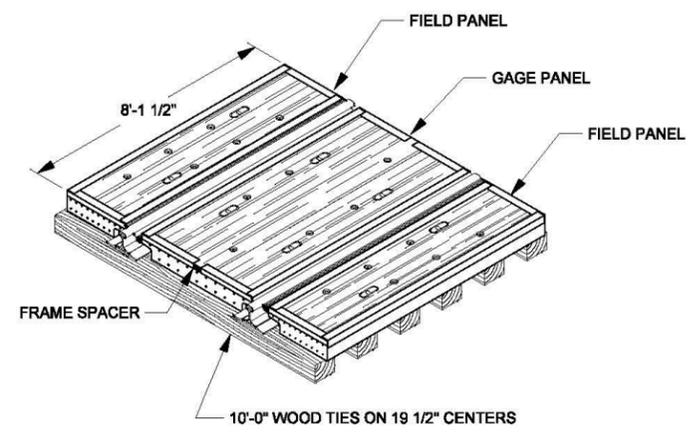
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200100



RAIL SIZE	PANEL HEIGHT	GAGE PANEL WEIGHT	FIELD PANEL WEIGHT
115	7 1/8"	2850 LBS.	1550 LBS.
132-141	7 7/8"	3125 LBS.	1675 LBS.

ITEM NUMBERS				
141 LB. BNSF 054374616	133-141 LB. UPRR 540-1301	132-136 LB. BNSF 004935722	115 LB. UPRR 540-0202	115 LB. BNSF 004935706



NOTES:
1/4" RUBBER INTERFACE PAD TO BE PLACED BETWEEN PANEL AND TIES FOR 141 LB. RAIL SECTION. PAD TO BE NAILED TO TIES.

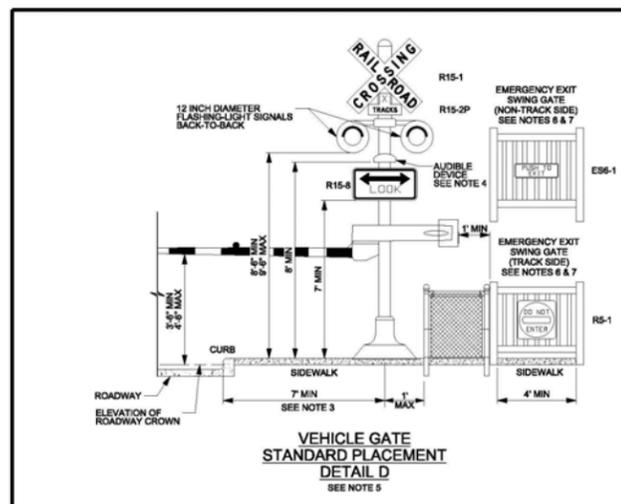
CROSSING TYPE - 10W

BNSF RAILWAY

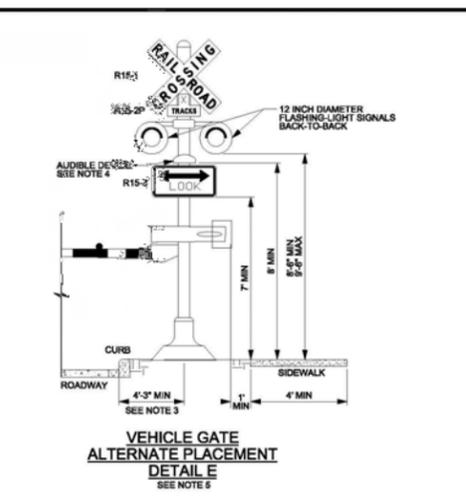
COMMON STANDARDS

LAYOUT FOR CONCRETE PANELS ON 10'-0" LONG WOOD TIES (10W)

FILE OWNER: UPRR DATE: DEC. 6, 2010
REV. NO.: 2 DWG NO: 200100



VEHICLE GATE STANDARD PLACEMENT
DETAIL D
SEE NOTE 5

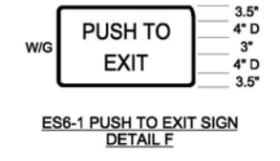


VEHICLE GATE ALTERNATE PLACEMENT
DETAIL E
SEE NOTE 6

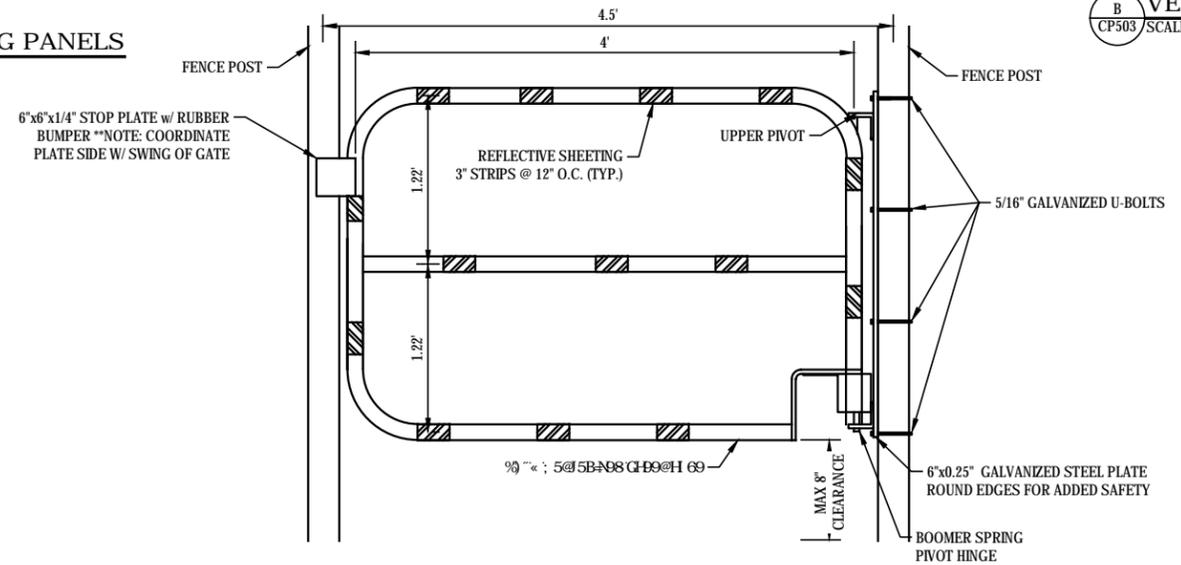
- NOTES:
- DEFINITIONS:
 - A. STREET RUNNING ALIGNMENT - A RAILROAD ALIGNMENT IN WHICH TRAINS OPERATE IN MIXED TRAFFIC WITH ALL TYPES OF ROAD USERS. THE ALIGNMENT IS TYPICALLY SEPARATED FROM TRAFFIC BY A CURB OR STOPPING.
 - B. SEMI-EXCLUSIVE ALIGNMENT - A RAILROAD ALIGNMENT THAT IS IN A SEPARATE RIGHT-OF-WAY OR ALONG A ROADWAY WHERE MOTOR VEHICLES, PEDESTRIANS, AND BICYCLES HAVE LIMITED ACCESS AND CROSS AT DESIGNATED LOCATIONS ONLY. THE ALIGNMENT IS TYPICALLY SEPARATED BY FENCING OR BARRIERS BETWEEN CROSSINGS.
 - C. DYNAMIC ENVELOPE - THE CLEARANCE REQUIRED FOR THE TRAIN OR LIGHT RAIL TRANSIT EQUIPMENT OVERHANG.
 - D. SIDEWALK - THAT PORTION OF A STREET BETWEEN THE CURB LINE OR THE LATERAL LINE OF A ROADWAY AND THE ADJACENT PROPERTY LINE THAT IS PAVED OR IMPROVED AND INTENDED FOR USE BY PEDESTRIANS.
 - E. PATHWAY - A PUBLIC WAY OUTSIDE OF THE TRAVELED WAY AND PHYSICALLY SEPARATED FROM THE ROADWAY BY OPEN SPACE OR BARRIER. PATHWAYS DO NOT INCLUDE SIDEWALKS.
 - F. PEDESTRIAN ACCESS ROUTE - EITHER A SIDEWALK OR A PATHWAY.
 - DIRECT FLASHING-LIGHT SIGNALS TO ALL PEDESTRIAN APPROACHES. INSTALL ADDITIONAL FLASHING-LIGHT SIGNALS AS NECESSARY.
 - USE A LATERAL OFFSET OF A MINIMUM OF 4 FT 3 INCHES FROM THE FACE OF CURB AND A MINIMUM OF 8 FT 3 INCHES FROM THE EDGE OF THE TRAVELED WAY TO THE CENTER OF THE VEHICLE GATE SIGNAL POLE WHEN NO CURB IS PRESENT.
 - PLACE THE AUDIBLE DEVICE ON THE FRONT SIDE OF THE POLE WHERE IT DOES NOT CONFLICT WITH THE SIGNALS OR FLASHING-LIGHT SIGNALS.
 - LOCATE VEHICLE GATES BEHIND THE SIDEWALK UNLESS SITE SPECIFIC CONDITIONS RESTRICT GATE ARM LENGTHS SUCH AS OVERHEAD UTILITIES, MULTIPLE TRAFFIC LANES, OR CONDITIONS THAT REQUIRE A GATE LONGER THAN 32 FT. LOCATE VEHICLE GATES IN FRONT OF THE SIDEWALK ACCORDING TO THE ALTERNATE PLACEMENT (DETAIL E) IF SITE SPECIFIC CONDITIONS PREVENT STANDARD PLACEMENT OF VEHICLE GATES BEHIND THE SIDEWALK (DETAIL D).
 - PROVIDE EMERGENCY EXIT SWING GATE UNLESS ADEQUATE SPACE EXISTS FOR A PEDESTRIAN REFUGE BETWEEN THE DYNAMIC ENVELOPE AND THE AUTOMATIC GATES. SEE STD DWG GW 12C2 FOR PEDESTRIAN REFUGE DETAILS.
 - DESIGN EMERGENCY EXIT SWING GATE TO ONLY OPEN AWAY FROM THE TRACKS.
 - SEE STD DWG GW 12B2 FOR CHANNELIZING BARRIER/FENCE DETAILS.

TABLE 2

SIGN	DETAIL D	DETAIL E
ES6-1	30" X 18"	NA
RS-1	30" X 30"	NA
R15-1	48" X 9"	48" X 9"
R15-2P	27" X 18"	27" X 18"
R15-8	38" X 18"	38" X 18"



A PRECAST CONCRETE CROSSING PANELS
CP503 / SCALE: NONE



C SELF CLOSING SWING GATE/EMERGENCY GATE
CP503 / SCALE: NONE

B VEHICLE/PEDESTRIAN GATE PLACEMENT
CP503 / SCALE: NONE

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NO.	DATE	BY	DESCRIPTION

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DRAWING SCALE: AS SHOWN
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SPRINGVILLE CITY

950 W 1350 S RAILROAD CROSSING, # 968062Y

DETAILS

SPRINGVILLE UTAH

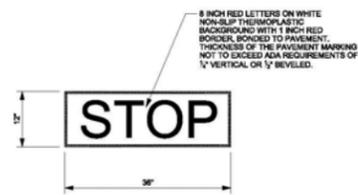
PROJECT NUMBER	14235F
SHEET	10 OF 14
SHEET NUMBER	CP503

UTAH DEPARTMENT OF TRANSPORTATION
STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION
SALT LAKE CITY, UTAH
RECOMMENDED FOR ADOPTION BY LOCAL AGENCIES
APPROVED: [Signature]
DATE: APR 28, 2015
DESIGNED BY: [Signature]
DATE: APR 28, 2015
CHECKED BY: [Signature]
DATE: APR 28, 2015
DRAWN BY: [Signature]
DATE: APR 28, 2015

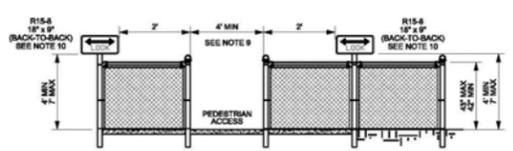
STANDARD DRAWING TITLE: ACTIVE PEDESTRIAN CONTROLS FOR RAILROAD CROSSINGS SHEET 2 OF 2

STD. DWG. NO. GW 12A2

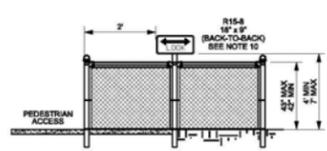
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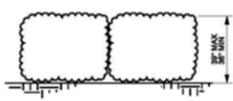
"STOP" PAVEMENT MARKING
DETAIL A



CHANNELIZING FENCE/BARRIER
DETAIL B1
SEE NOTES 6 AND 7

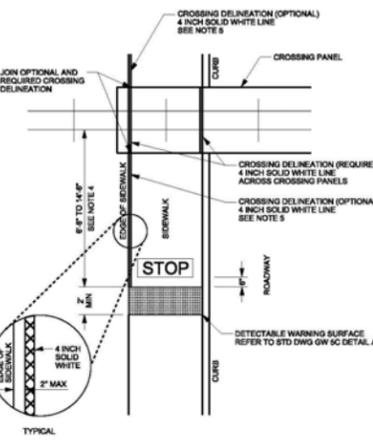


CHANNELIZING FENCE/BARRIER
DETAIL B2
SEE NOTES 6 AND 7

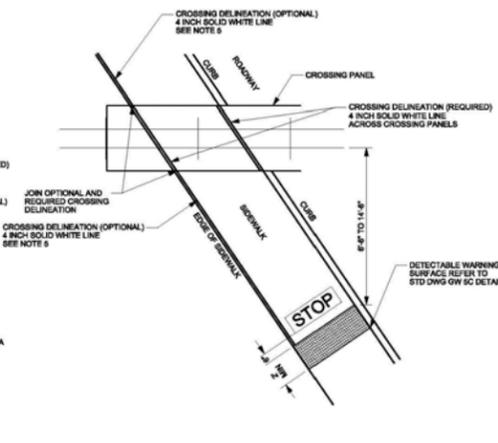


CHANNELIZING LANDSCAPING
DETAIL C
SEE NOTE 8

- NOTES:**
- DEFINITIONS:
 - A. A STREET RUNNING ALIGNMENT IS A RAILROAD ALIGNMENT IN WHICH TRAINS OPERATE IN MIXED TRAFFIC WITH ALL TYPES OF ROAD USERS. THE ALIGNMENT IS TYPICALLY SEPARATED FROM TRAFFIC BY A CURB OR STRIPING.
 - B. A SEMI-EXCLUSIVE ALIGNMENT IS A RAILROAD ALIGNMENT THAT IS IN A SEPARATE RIGHT-OF-WAY OR ALONG A ROADWAY WHERE MOTOR VEHICLES, PEDESTRIANS, AND BICYCLES HAVE LIMITED ACCESS AND CROSS AT DESIGNATED LOCATIONS ONLY. THE ALIGNMENT IS TYPICALLY SEPARATED BY FENCING AND/OR BARRIERS BETWEEN CROSSINGS.
 - C. THE DYNAMIC ENVELOPE IS THE CLEARANCE REQUIRED FOR THE TRAIN OR LIGHT RAIL TRANSIT EQUIPMENT OVERHANG.
 - D. THE SIDEWALK IS THAT PORTION OF A STREET BETWEEN THE CURB LINE OR THE LATERAL LINE OF A ROADWAY AND THE ADJACENT PROPERTY LINE THAT IS PAVED OR IMPROVED AND INTENDED FOR USE BY PEDESTRIANS.
 - E. A PATHWAY IS A PUBLIC WAY OUTSIDE OF THE TRAVELED WAY AND PHYSICALLY SEPARATED FROM THE ROADWAY BY OPEN SPACE OR BARRIER. PATHWAYS DO NOT INCLUDE SIDEWALKS.
 - F. A PEDESTRIAN ACCESS ROUTE CAN BE EITHER A SIDEWALK OR A PATHWAY.
 - USE "STOP" PAVEMENT MARKING IN STREET RUNNING ALIGNMENTS WHERE THERE IS A STATION ENTRANCE (SEE STD DWG GW 120, DETAIL A) AND IN SEMI-EXCLUSIVE ALIGNMENTS IN QUADRANTS WHERE PEDESTRIANS ARE NOT CONTROLLED BY GATES.
 - ADJUST CHANNELIZATION AND BARRIER LAYOUT SHOWN ON THIS DRAWING AS NECESSARY BASED ON SITE SPECIFIC SITUATIONS, WHILE MAINTAINING COMPLIANCE WITH THE MINIMUMS SHOWN.
 - MAXIMIZE SIGHT DISTANCE BY PLACING THE DETECTABLE WARNING SURFACE (DWS) WITHIN THE PRESCRIBED DISTANCES. THE PRESCRIBED DISTANCE IS 10 FT FROM NEAREST RAIL OR 2 FT FROM SWING GATES, FLASHING LIGHT SIGNALS OR AUTOMATIC GATES. EXTEND DWS FULL WIDTH OF THE PEDESTRIAN ACCESS ROUTE. VERIFY THE DWS IS OUTSIDE THE TRAIN'S DYNAMIC ENVELOPE AND OUTSIDE THE SWING PATH OF VEHICLE OR PEDESTRIAN GATE COMPONENTS WHEN DETERMINING FINAL PLACEMENT OF THE DWS.
 - DELINEATE PATH ACROSS THE CROSSING PANEL WITH A 4 INCH SOLID WHITE LINE IN SEMI-EXCLUSIVE ALIGNMENTS WHEN PATHWAY IS NOT OTHERWISE DEFINED THROUGH CONTRASTING COLOR OR TEXTURE.
 - USE 2 INCH MINIMUM MESH FOR CHAINLINK CHANNELIZING FENCES NEAR GRADE CROSSINGS.
 - USE CHANNELIZING FENCE/BARRIER TO DEFINE PEDESTRIAN ACCESSES AND TO RESTRICT PEDESTRIAN MOVEMENT.
 - USE CHANNELIZING LANDSCAPE TO RESTRICT PEDESTRIAN MOVEMENT ONLY. DO NOT USE TO DEFINE PEDESTRIAN ACCESSES.
 - MATCH WIDTH OF PEDESTRIAN ACCESS TO SIDEWALK OR CROSS WALK WIDTH.
 - PLACE R15-8 SIGN TO FACE PEDESTRIANS WHEN PEDESTRIANS ARE APPROACHING TRACKS.

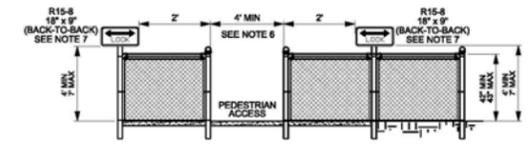


PLACEMENT OF DETECTABLE
WARNING SURFACE
(PERPENDICULAR CROSSING)
DETAIL D

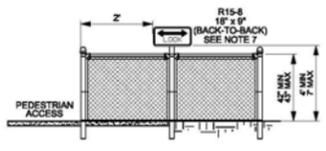


PLACEMENT OF DETECTABLE
WARNING SURFACE
(SKEWED CROSSING)
DETAIL E

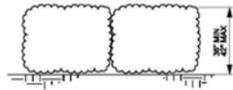
SUPPLEMENTAL DRAWING



CHANNELIZING FENCE/BARRIER
DETAIL D1
SEE NOTES 3 AND 4



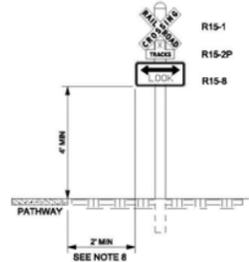
CHANNELIZING FENCE/BARRIER
DETAIL D2
SEE NOTES 3 AND 4



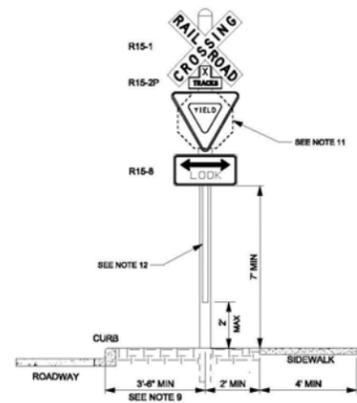
CHANNELIZING LANDSCAPING
DETAIL E
SEE NOTE 5

TABLE 1
SIGN SIZES

SIGN	DETAIL F	DETAIL G
R15-1	24" X 4 1/2"	48" X 9"
R15-2P	13 1/2" X 9"	27" X 18"
R15-8	18" X 9"	36" X 18"



PATHWAY PEDESTRIAN
PASSIVE CONTROLS
DETAIL F



SHARED ROADWAY/PEDESTRIAN
PASSIVE CONTROLS
DETAIL G

- NOTES:**
- DEFINITIONS:
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 - D. SIDEWALK - THAT PORTION OF A STREET BETWEEN THE CURB LINE OR THE LATERAL LINE OF A ROADWAY AND THE ADJACENT PROPERTY LINE THAT IS PAVED OR IMPROVED AND INTENDED FOR USE BY PEDESTRIANS.
 - E. PATHWAY - A PUBLIC WAY OUTSIDE OF THE TRAVELED WAY AND PHYSICALLY SEPARATED FROM THE ROADWAY BY OPEN SPACE OR BARRIER. PATHWAYS DO NOT INCLUDE SIDEWALKS.
 - F. PEDESTRIAN ACCESS ROUTE - EITHER A SIDEWALK OR A PATHWAY.
 - ADJUST CHANNELIZATION AND BARRIER LAYOUT SHOWN ON THIS DRAWING AS NECESSARY BASED ON SITE SPECIFIC SITUATIONS, WHILE MAINTAINING COMPLIANCE WITH THE MINIMUMS SHOWN.
 - USE 2 INCH MAXIMUM MESH FOR CHAIN LINK CHANNELIZING FENCES NEAR GRADE CROSSINGS.
 - USE CHANNELIZING FENCE/BARRIER TO DEFINE PEDESTRIAN ACCESSES AND TO RESTRICT ERRANT PEDESTRIAN MOVEMENT.
 - USE CHANNELIZING LANDSCAPE TO RESTRICT ERRANT PEDESTRIAN MOVEMENT ONLY. DO NOT USE TO DEFINE PEDESTRIAN ACCESSES.
 - MATCH WIDTH OF PEDESTRIAN ACCESS TO SIDEWALK OR CROSSWALK WIDTH.
 - PLACE R15-8 LOOK SIGN TO FACE PEDESTRIANS APPROACHING TRACKS.
 - MAY USE A LATERAL OFFSET OF 2 FT TO THE CENTER OF THE SIGNAL POLE WHEN THE MOUNTING HEIGHT OF THE R15-8 LOOK SIGN ADJACENT TO A PATHWAY IS 8 FT OR GREATER.
 - USE A LATERAL OFFSET OF A MINIMUM OF 3 FT 6 INCHES FROM THE FACE OF CURB AND A MINIMUM OF 7 FT 8 INCHES FROM THE EDGE OF THE TRAVELED WAY TO THE CENTER OF THE SIGN POLE WHEN NO CURB IS PRESENT.
 - USE A R15-2P NUMBER OF TRACKS PLAQUE WHEN THERE IS MORE THAN 1 TRACK.
 - USE YIELD OR STOP SIGNS ONLY AT PASSIVE CROSSINGS. SEE MUTCD.
 - PLACE A 2 INCH WIDE WHITE RETROREFLECTIVE STRIP ON BACK AND FRONT OF ALL CROSSBUCK SUPPORTS.

SUPPLEMENTAL DRAWING

REVISED: ALL NEW DRAWINGS

NO.	DATE	BY	APP.
1			

UTAH DEPARTMENT OF TRANSPORTATION
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SALT LAKE CITY, UTAH

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SCALE: _____
STANDARD DRAWING TITLE

PASSIVE PEDESTRIAN CONTROLS FOR RAILROAD CROSSINGS

STD. DWG. NO.
GW 12B

UTAH DEPARTMENT OF TRANSPORTATION
STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION
SALT LAKE CITY, UTAH

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SCALE: _____
STANDARD DRAWING TITLE

PASSIVE PEDESTRIAN CONTROLS FOR RAILROAD CROSSINGS
SHEET 2 OF 2

STD. DWG. NO.
GW 12B2

A PASSIVE PEDESTRIAN CONTROL DETAILS
CP504 SCALE: NONE

PRELIMINARY
NOT FOR CONSTRUCTION

95% PLANS

RECORD OF REVISIONS

NO.	DATE	BY	DESCRIPTION

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DRAWN BY: B. MILLER
DRAWING SCALE: AS SHOWN
ISSUE DATE: FEBRUARY 20, 2015

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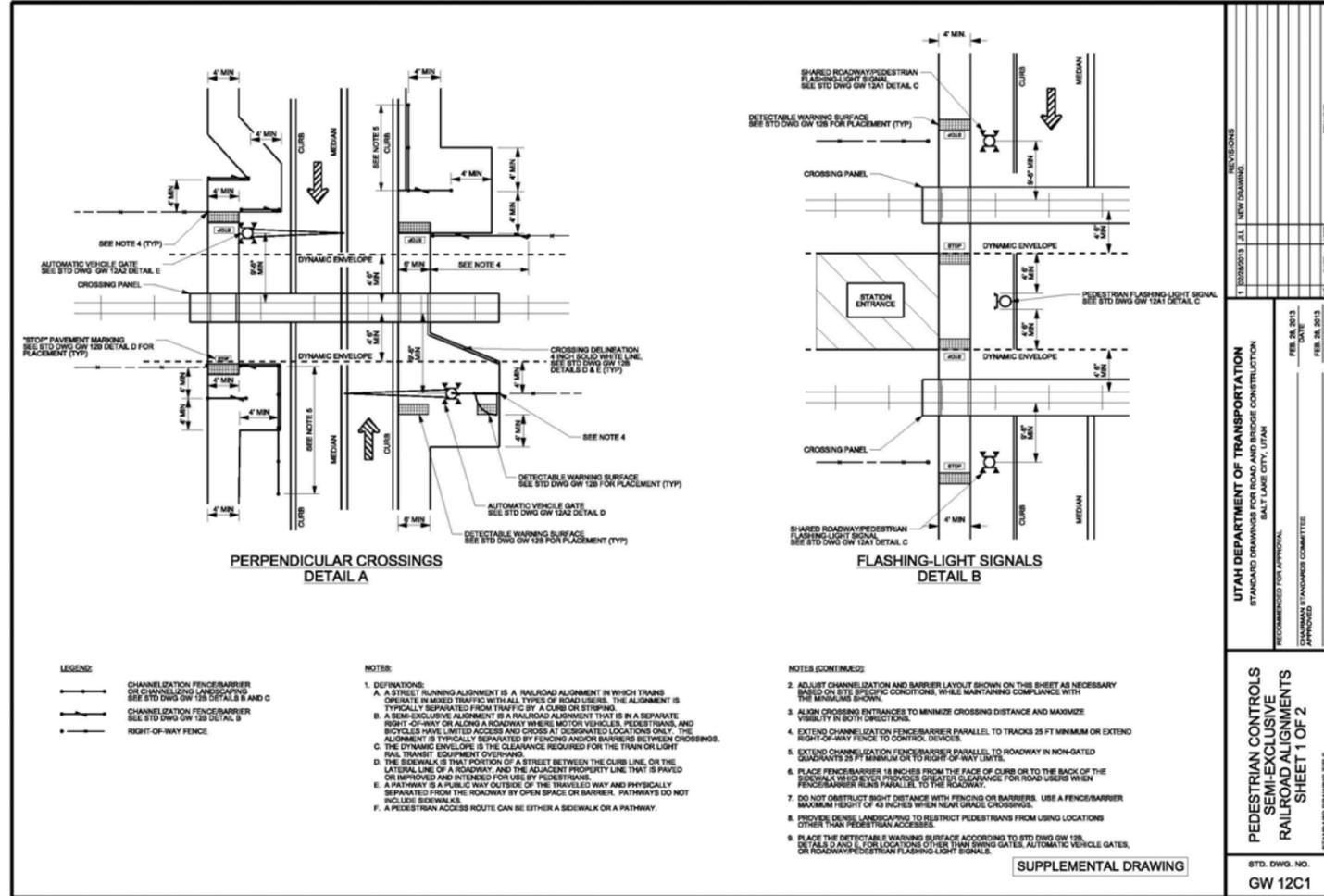
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SPRINGVILLE CITY
950 W 1350 S RAILROAD CROSSING, # 968062Y
DETAILS

SPRINGVILLE

UTAH

PROJECT NUMBER: 14235F
SHEET: 11 OF 14
SHEET NUMBER: CP504



SUPPLEMENTAL DRAWING

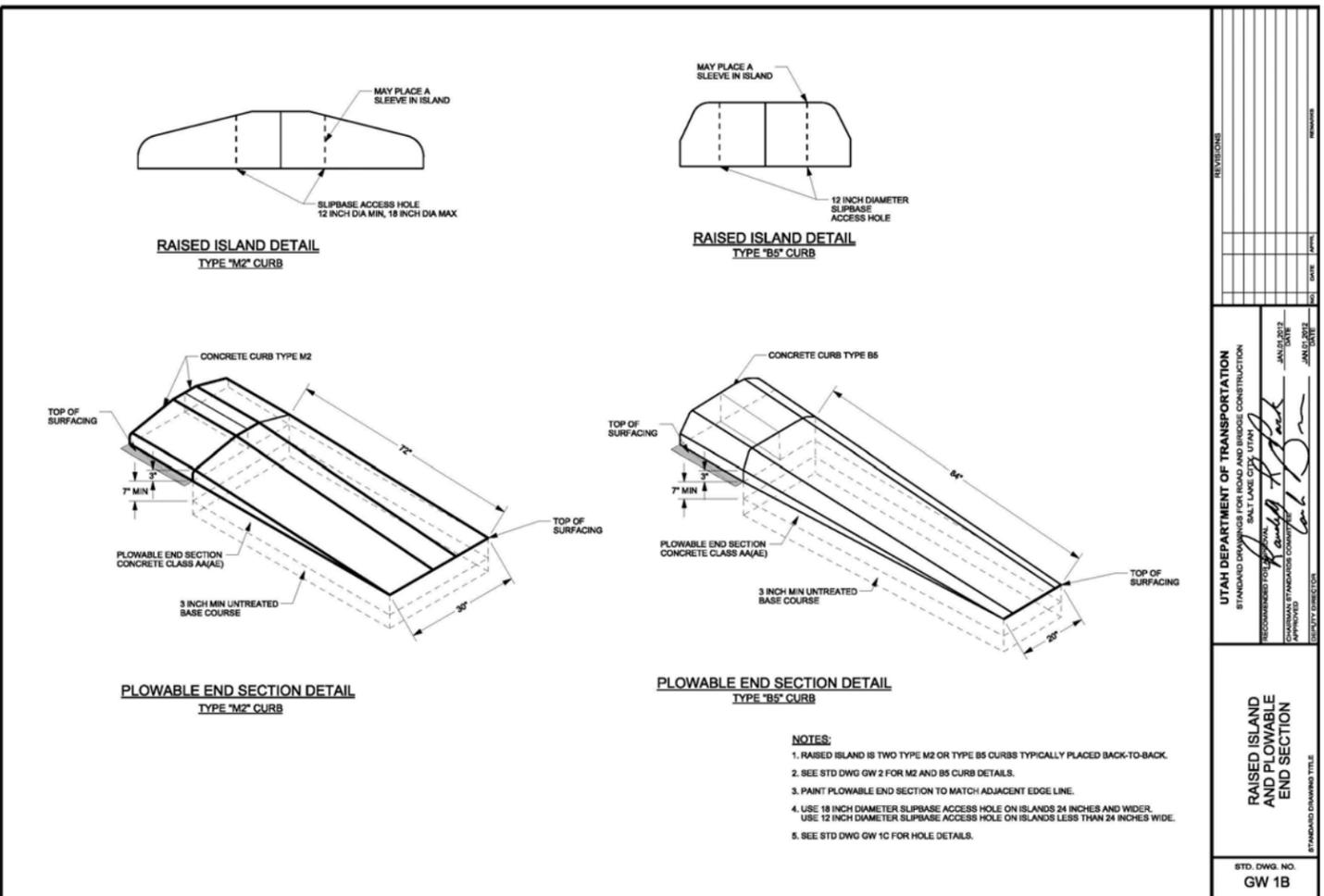
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1	02/20/2015	J.L. NEW TRAFFIC	

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 CHECKED: [Signature]
 UTILITY DIRECTOR

STANDARD DRAWING TITLE:
**PEDESTRIAN CONTROLS
 SEMI-EXCLUSIVE
 RAILROAD ALIGNMENTS
 SHEET 1 OF 2**

STD. DWG. NO.
GW 12C1



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STANDARD DRAWING TITLE:
**RAISED ISLAND
 AND PLOWABLE
 END SECTION**

STD. DWG. NO.
GW 1B

A PEDESTRIAN CHANNELING DETAILS
CP505 SCALE: NONE

B PLOWABLE END SECTION DETAIL
CP505 SCALE: NONE

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PROJECT MANAGER
M. COLLIER

CHECKED BY
C. NELSON

DRAWN BY
B. MILLER

DRAWING SCALE
AS SHOWN

ISSUE DATE
FEBRUARY 20, 2015

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SPRINGVILLE CITY
 950 W 1350 S RAILROAD CROSSING, # 968062Y
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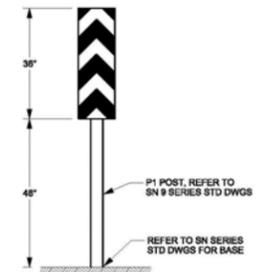
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PROJECT NUMBER 14235F
SHEET 12 OF 14
SHEET NUMBER CP505

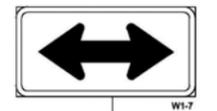


TRAFFIC PASS RIGHT OM-3L TRAFFIC PASS EITHER SIDE OM-3C TRAFFIC PASS LEFT OM-3R

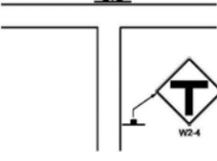
TYPE 3 OBJECT MARKERS



OBJECT MARKERS MOUNTING HEIGHT DETAIL
OM-3C SHOWN (TYP)

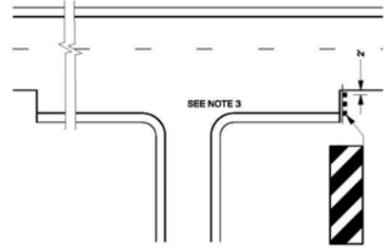


W1-7



SEE NOTES 4 & 5
W2-4

USE 96 INCH X 48 INCH FOR RURAL INTERSECTIONS
USE 72 INCH X 36 INCH FOR URBAN INTERSECTIONS
SEE STD DWG SN 12A FOR POST SPACING
SEE STD DWG SN 7A FOR SIGN MOUNTING HEIGHT
T' INTERSECTION SIGNING



SEE NOTE 3

PAVEMENT TRANSITION

MINIMUM OF 3 OBJECT MARKERS ON 6 FT CENTERS (OM-3R SHOWN)

NOTES:

1. USE TYPE 3 OBJECT MARKERS TO MARK THE ENDS OF OBSTRUCTIONS SUCH AS NARROW BRIDGES AND CULVERTS. INSTALL THE MARKERS ON EACH SIDE OF BOTH ENDS OF BRIDGE ON TWO-WAY ROADWAYS, AND ON EACH SIDE OF THE APPROACH END OF BRIDGE ON ONE-WAY ROADWAYS FOR NARROW BRIDGES.
2. USE TYPE 3 OBJECT MARKER TO MARK THE APPROACH TO THE ENDS OF BARRIERS THAT DO NOT HAVE A CRASH CUSHION OR END TREATMENT INSTALLED.
3. SEE ST SERIES STD DWGS FOR PAVEMENT MARKINGS AND STRIPING FOR PAVEMENT TRANSITION.
4. WHEN USED, PLACE T-INTERSECTION SIGN (W2-4) WHEN THE INTERSECTION IS UNCONTROLLED.
5. PLACE THE APPROPRIATE ADVANCE TRAFFIC CONTROL SIGN (W3-1, W3-2 OR W3-3) WHEN USED WHEN THE INTERSECTION IS CONTROLLED BY SIGNAL, STOP, OR YIELD SIGN.

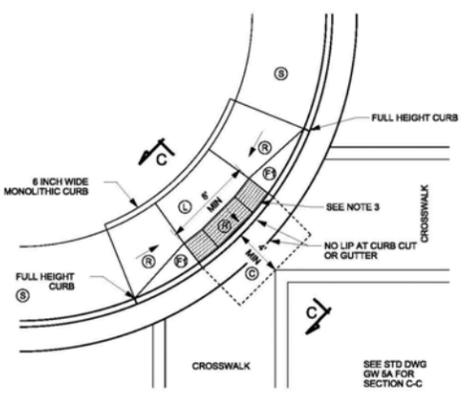
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SALT LAKE CITY, UTAH

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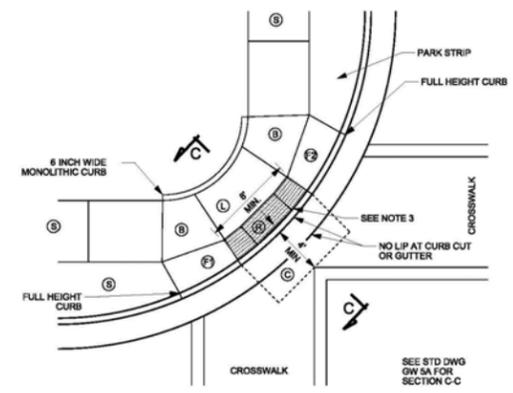
OBJECT MARKERS AT T-INTERSECTION AND PAVEMENT TRANSITION GUIDANCE

STANDARD DRAWING TITLE

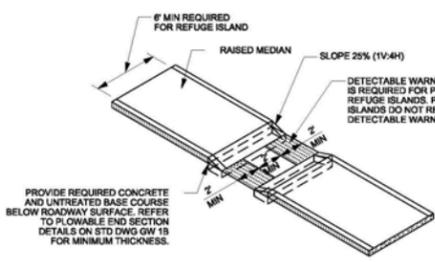
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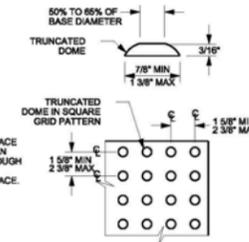
CORNER PEDESTRIAN RAMP EXAMPLE



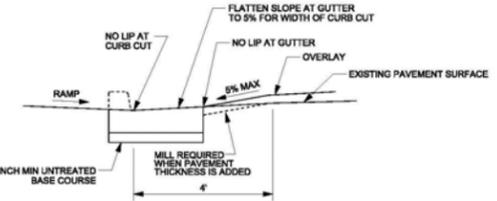
CORNER PEDESTRIAN RAMP EXAMPLE W/PARK STRIP



MEDIAN BREAK EXAMPLE



DETECTABLE WARNING SURFACE DETAIL A



CLEAR SPACE DETAIL

NOTES:

1. REFER TO STD DWG GW 5A FOR GENERAL NOTES, SLOPE TABLES, AND SECTION CUTS.
2. PROVIDE DETECTABLE WARNING SURFACE FOR FULL WIDTH OF CURB CUT.
3. LOCATE DETECTABLE WARNING SURFACE SO THE CORNERS NEAREST THE STREET ARE WITHIN 1 INCH OF THE BACK OF CURB.
4. RAMP GRADE BREAK MUST BE PERPENDICULAR TO THE RUNNING SLOPE.

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SALT LAKE CITY, UTAH

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PEDESTRIAN ACCESS

STANDARD DRAWING TITLE

STD. DWG. NO. GW 5C

A OBJECT MARKER SIGN
CP506 / SCALE: NONE

B DETECTABLE WARNING SURFACE
CP506 / SCALE: NONE

PRELIMINARY
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SPRINGVILLE CITY
950 W 1350 S RAILROAD CROSSING, # 968062Y
DETAILS

UTAH

PROJECT NUMBER: 14235F
SHEET: 13 OF 14
SHEET NUMBER: CP506

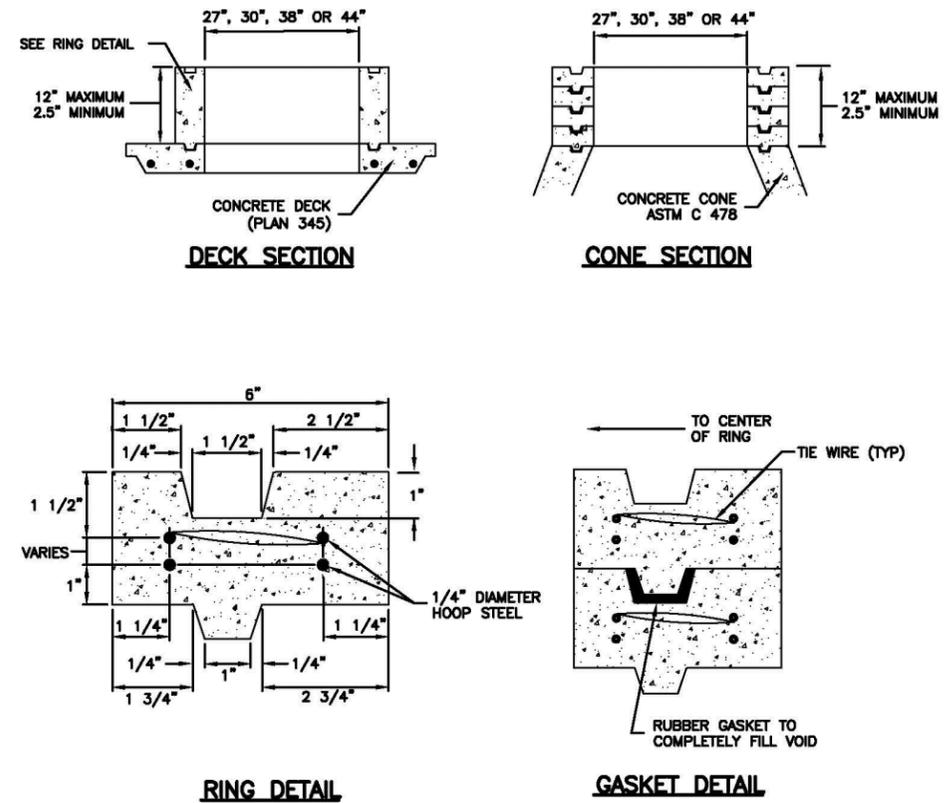
P:\14235F_Springville_City-950 W 1350 So at Grade RR Crossing\Drawings\X-RC_Springville_Design.dwg, 2/20/2015 2:02:53 PM, DWG To PDF, pc3

Raise frame to grade

1. **GENERAL**
 - A. Grade rings are used in non-pressurized applications to adjust frame to grade.
2. **PRODUCTS**
 - A. Concrete: Class 4000, APWA Section 03 30 04.
 - B. Reinforcement: Deformed, 60 ksi yield grade hoop steel, ASTM A 615.
 - 1) 2 1/2" High Rings: Provide two 1/4" diameter steel hoops tied with No. 14 AWS gage wire, 8" on center.
 - 2) 6" and 8" High Rings: Provide four 1/4" diameter steel hoops, tied with No. 14 AWS gage wire, 8" on center.
 - C. Gasket: Rubber-based, compressible.
3. **EXECUTION**
 - A. Ring Manufacture:
 - 1) Fabrication, APWA Section 03 30 10.
 - 2) Cure, APWA Section 03 39 00.
 - B. Field Installation: Seat rings with a compressible gasket.

192

GRADE RING



Raise frame to grade

May 2006

193

Plan
360
Sheet 1 of 2

RAISE/LOWER MANHOLE TO GRADE
SCALE: NONE

PRELIMINARY
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CHECKED BY
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DATE
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SPRINGVILLE

UTAH

PROJECT NUMBER 14235F	SHEET 14	OF 14
SHEET NUMBER CP507		



STAFF REPORT

DATE: May 17, 2016
TO: Mayor and City Council
FROM: Jeff Anderson, City Engineer
SUBJECT: 950 WEST – 1350 SOUTH RAILROAD CROSSING

RECOMMENDED ACTION

Motion to:

Award the 950 West -1350 South Railroad Crossing project to the lowest responsible bidder _____ in the amount of \$ _____ and authorize the Director of Public Works to issue a Notice to Proceed for the project.

BACKGROUND

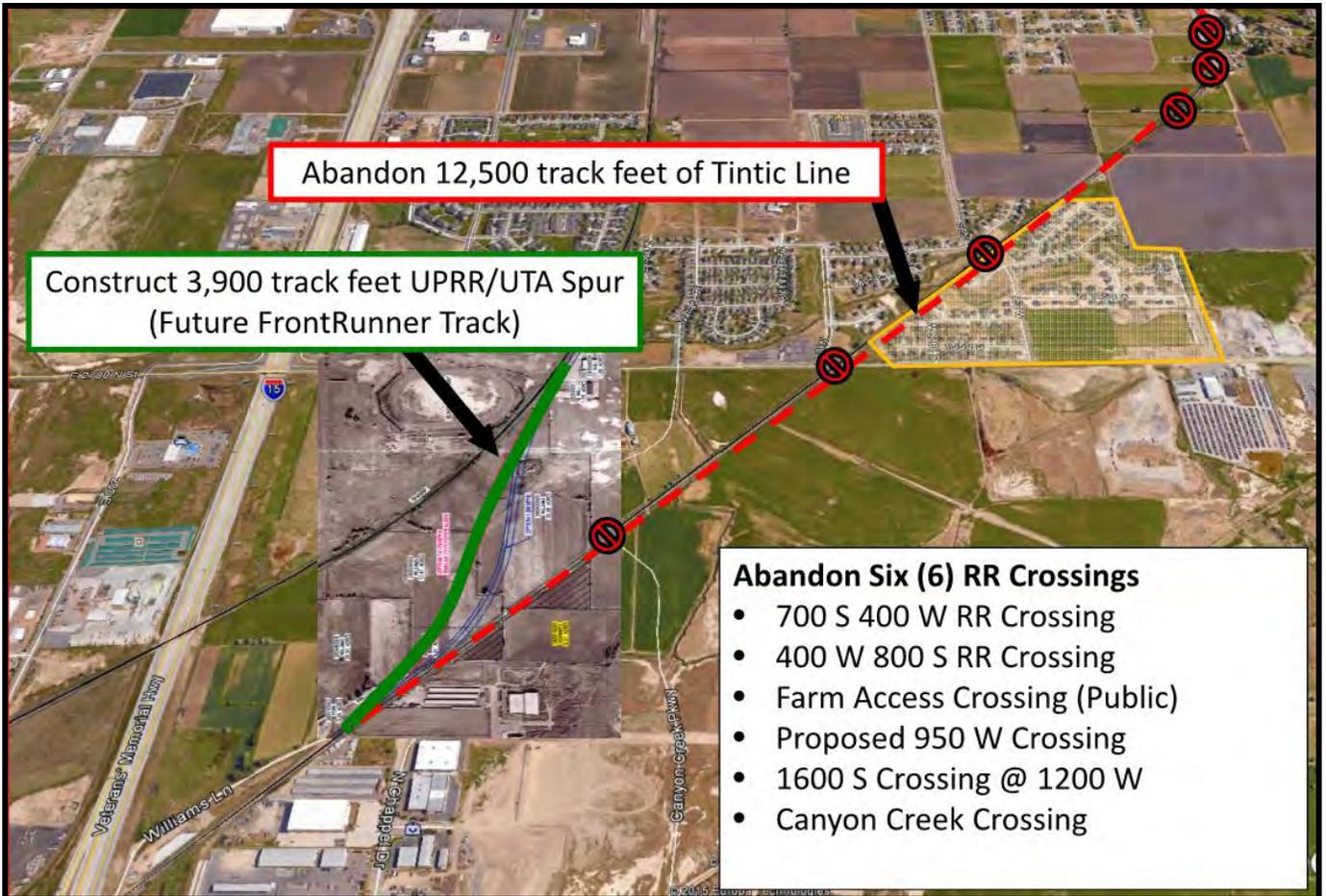
950 West was constructed from 400 South down to 1600 South with the development of the Jessie's Brook subdivision back in 2005. The original development plans called for the roadway to cross the Tintic railroad tracks at approximately 1350 South, but the railroad would not allow the new at grade crossing to be constructed at that time. The standard policy for opening a new public at-grade railroad crossing was to close 2 existing public crossings in place of the new one being created. The City did not have 2 crossings they were able/willing to close at that time, so the road was constructed to the limits of the railroad right-of-way on the north and south sides of the tracks and terminated. (See exhibit A – Existing Conditions)The City has been working with the railroad since that time to look for options and solutions to open this crossing.

EXHIBIT A – Existing Conditions



authority/oversight of all railway-roadway crossings) about reducing the required improvements at the crossing. The estimated cost of a fully signalized and controlled crossing with lights and gates was approximately \$500,000. To spend half a million on a crossing that would be abandoned in two years did not seem logical. UDOT revised their requirements and allowed for a crossing utilizing cross-buck signs and flashing LED stop signs as control measures. This greatly reduced the cost of constructing the crossing. It is this design that the City put out to bid and is proposing to be awarded.

EXHIBIT C – Proposed Tintic Line Abandonment

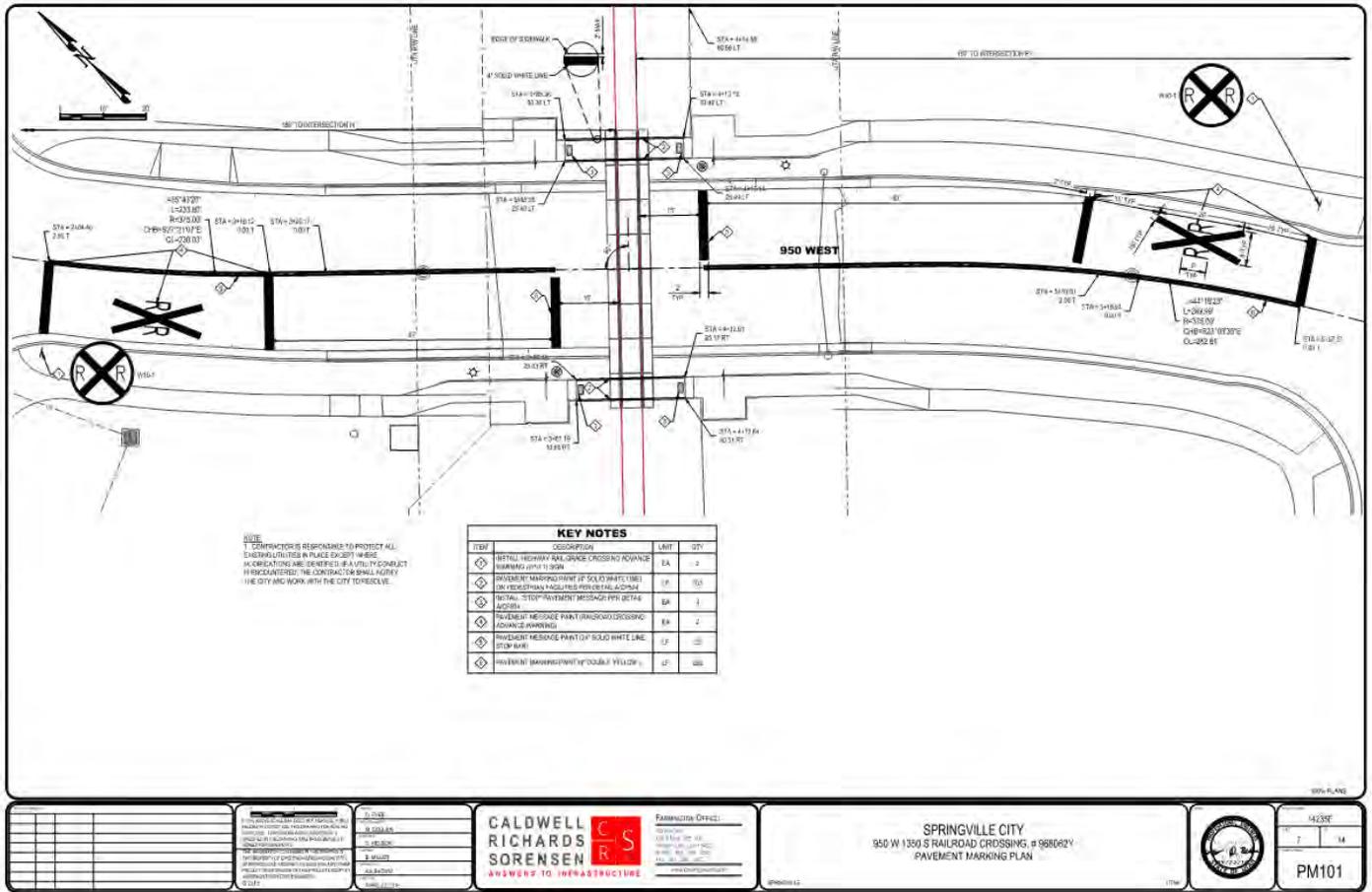


SCOPE OF WORK

This project consists of the construction of the remaining portions of 950 West from their terminus points to the railroad tracks located at 950 West and 1350 South. The roadway construction will consist of the installation of new sub-base, road base and asphalt, curb and gutter, sidewalk, landscaping, signage, fencing and pedestrian gates. The pedestrian gates will be “zig-zag” gates. These gates are aligned such that they resemble a “C” which will cause the pedestrian to turn right and then left (checking both directions for trains) prior to crossing the tracks. The concrete panels at the actual track crossing are not included with this award. Union Pacific will supply and install these panels prior to the crossing being opened to the public. The crossing is slated to be open prior to school starting in August 2016.

Exhibit D shows the proposed design for the crossing.

EXHIBIT D – Proposed At-Grade Railroad Crossing Design



BID RESULTS

The Engineering Division personnel together with CRS Engineering, prepared plans, specifications, and contract documents for the project. These Contract Documents were placed on BidSync, an internet bidding service approved by the State of Utah. The bid results are listed below:

Contractor	Bid	Notes

* Lowest responsible bid

FISCAL IMPACT

Funding

This project is funded in the proposed FY 2016-17 budget. By awarding this project at this time **this funding will need to be included in the Final Approved FY 2016-17 budget.**



STAFF REPORT

DATE: May 10, 2016

TO: Honorable Mayor and City Council

FROM: John A. Penrod, City Attorney

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN CITIES WITHIN UTAH COUNTY AND UTAH COUNTY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

RECOMMENDED MOTION

Motion to approve Resolution #_____ approving the execution of the Interlocal Cooperation Agreement between Utah County and the cities within Utah County wherein the parties agree to be a part of an urban county under the Community Development Block Grant Program.

BACKGROUND

The interlocal agreement before the Council is between several Utah County cities and Utah County and is very similar to an interlocal agreement the City Council approved back in 2009. The proposed interlocal agreement has very little revisions from the 2009 agreement. The main revision provides that the County must notify the City after three years of the City's right not to participate in the CDBG block grant program, which right may be exercised by the City providing a written notice.

The Community Development Block Grant Program ("CDBG") permits and provides for the participation of the United States government in a wide range of local housing and community development activities. The primary objective of the program is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status.

Utah County qualifies as an "urban county" under CDBG. As an urban county, Utah County is eligible to receive entitlement grants from HUD for the conduct of CDBG program activities. Cities that do not qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of applicable regulations. The benefit of being part of the urban county is that urban counties are usually entitled to annual grant money, whereas small local governments with populations of 50,000 or less are eligible to compete with their respective states and other small cities for non-entitlement Small Cities and State CDBG funds.

CITY COUNCIL AGENDA

In order for a city to join the County under the County's urban county status, the City must enter into an interlocal for a period of at least three years, agree not to apply for grants under the Small Cities or State CDGB Programs, or participate in the Home consortium except through the urban county. The City is also required under the interlocal agreement to cooperate fully with the County in all CDBG program efforts planned and performed under the agreement. Even though the City participates in the planning of how the grant will be utilized, the County is the entity that makes the final decision on what is submitted.

The Agreement also requires the City to authorize the County to submit applications for projects to be performed within the City. The City will then enter into separate project agreements or sub-grants to carry out the project and activities within the City for which the money is granted.

The Agreement requires the City and the County to abide by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws.

ALTERNATIVES

Disapprove the agreement and apply for Small City and State CDBG grant funds.

FISCAL IMPACT

None.

Attachments – The Proposed Interlocal Cooperation Agreement.

AGREEMENT NO. 2016-

INTERLOCAL COOPERATION AGREEMENT

between

UTAH COUNTY and ALPINE CITY, AMERICAN FORK CITY, PLEASANT GROVE CITY,
EAGLE MOUNTAIN CITY, SPANISH FORK CITY, SANTAQUIN CITY, ELK RIDGE
CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY,
SARATOGA SPRINGS CITY, LINDON CITY, HIGHLAND CITY, TOWN OF CEDAR
FORT,
CEDAR HILLS CITY, ELK RIDGE CITY, TOWN OF FAIRFIELD,
TOWN OF GENOLA, TOWN OF GOSHEN, and TOWN OF VINEYARD.

relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

for FEDERAL FISCAL YEARS 2017 THROUGH 2019

and successive 3 year periods thereafter

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, AMERICAN FORK CITY, PLEASANT GROVE CITY, EAGLE MOUNTAIN CITY, SPANISH FORK CITY, SANTAQUIN CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, HIGHLAND CITY, TOWN OF CEDAR FORT, CEDAR HILLS CITY, ELK RIDGE CITY, TOWN OF FAIRFIELD, TOWN OF GENOLA, TOWN OF GOSHEN, and TOWN OF VINEYARD, all municipal corporations.

RECITALS

A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq.*), and in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 5301 *et seq.*) collectively (the “Act”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”).

B. The primary objective of the Act is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and

expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Act in the form of community development block grant (“CDBG”) Program funds to state and local governments to be used in the conduct and administration of housing, shelter and community development activities and projects as contemplated by the primary objectives of the Act (the “CDBG program”).

C. To implement the policies, objectives and other provisions of the Act, HUD has issued rules and regulations governing the conduct of the CDBG program, published in 24 Code of Federal Regulations (CFR), Part 92 and Part 570 (the “Regulations”), which regulations provide that a county may qualify as an “urban county,” as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county and that cities and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

D. The County is now qualified under the Regulations to become an urban county and to begin receiving CDBG program funds from HUD by annual grant agreements beginning on _____.

E. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of the Act, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to

receive a grant during any year of that period, and also providing that during the three-year period of qualification, no included city or other unit of general local government may withdraw from nor be removed from the urban county for HUD's grant computation purposes, and no city or other unit of general local government covering an additional area may be added to the urban county during that three-year period except where permitted by HUD regulations.

F. This Agreement provides for an initial three year term with successive three year terms corresponding with HUD qualification periods, automatically renewing.

G. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without that city's approval. In order to ensure participation by the City in the urban county and as part of the fiscal years 20 —20- -- urban county qualification process, the County and City are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development and housing assistance activities within the City as may be specified in the "Annual Action Plan of Community Development Objectives and Projected Use of Funds" (the "Action Plan") to be submitted to HUD annually by the County to receive its annual CDBG and home entitlement grants.

H. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.*, Utah Code Ann. (2005), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

I. Accordingly, the County and City have determined that it will be mutually beneficial and in the public interest to enter into this interlocal cooperation agreement regarding the conduct of the County's CDBG Program,

THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement (the "agreement"), together with the approving resolutions of the City and the County, shall be submitted to HUD by the County as part of its qualification documentation. The City hereby gives the County the authority to carry out CDBG Program activities and projects within the City's respective municipal boundaries. By entering into this agreement with the County, the City shall be included as a part of the urban county for CDBG program qualification and grant calculation purposes. The period of performance of this agreement shall cover three CDBG Program years beginning _____, 20__ and ending _____, 20__ and successive 3-year periods thereafter. Each party will participate for the next three program years, and automatically renewing each successive 3-year period. Subject to the termination provisions set forth in Paragraph 12, below, a City may terminate its participation in the agreement by giving written notice to the County prior to the commencement of the next 3-year period; provided, however, that this agreement will remain in effect until the CDBG funds and income received in the 3-year period then in effect are expended and the funded activities completed. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or Cities may not withdraw from nor be removed

from inclusion in the urban county for HUD's grant computation purposes during that 3-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the three program years and for each successive 3-year covered by this agreement. The City understands and agrees, however, that the County shall have final responsibility for selecting the CDBG program activities and projects to be included in each annual grant request and for annually filing the Annual Action Plan with HUD.

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds and that as the grantee under the CDBG programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that they (1) may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; (2) the City may receive a formula allocation under the HOME Program only through Utah County as

an urban county; and (3) the City May receive a formula allocation under the ESG Program only through the Urban County.

4. The City shall cooperate fully with the County in all CDBG program efforts planned and performed hereunder. The City agrees to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the City as may be approved and authorized in the County's CDBG grant agreement including the 5-year Consolidated Plan. The City and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

5. The City understands that it will be necessary for the City to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the City and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 3 above, the City will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG program. The City also understands and agrees that, pursuant to 24 CFR 570.501(b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG program to any subrecipients, the City shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

6. All CDBG program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this agreement and its extensions, including those that are identified for projects and activities in the City, will be budgeted and allocated to the specific projects and activities described and listed in the County's Annual Plan submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

7. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period. In addition the City and the County shall take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable

laws. In addition, the City and the County shall take all actions necessary to assure compliance with Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title VI of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of the Title I of the Housing and Community Development Act of 1974, which incorporated Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; and other applicable laws, and shall affirmatively further fair housing.

8. Each City affirms that it has adopted and is enforcing:

(a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

9. During the period of performance of this agreement as provided in Paragraph 1, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG program, received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG project agreements that will be entered into between the City and the County for the actual conduct of the CDBG program,

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG project agreement between the City and the County, and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG project agreements mentioned above.

10. The separate CDBG project agreements or sub-grants that will be entered into between the County and the City for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the City in whole or in part using CDBG Program funds. These standards will require the City to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the Regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

11. Any changes and modifications to this agreement shall be made in writing, shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD if necessary to comply with the Regulations.

12. This agreement shall remain in force and effect until the CDBG funds and program income received are expended and the funded activities completed.

13. If the County qualifies as an urban county, the parties agree not to veto or otherwise obstruct the implementation of the approved 5-year Consolidated Plan during that three year (*cooperation*) agreement period and for such additional times as may be required for the expenditure of Consolidated Plan funds granted for that period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the ____ day of _____, 20__.

SIGNATURE PAGE FOR UTAH COUNTY
TO
INTERLOCAL COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR FEDERAL FISCAL YEARS 20__ – 20__ AND
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

LARRY ELLERTSON, Chairman

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____, 2016, personally appeared before me Larry Ellertson, who being duly sworn, did say that he is the Chairman of the Board of County Commissioners of Utah County, State of Utah, and that the foregoing instrument was signed on behalf of _____ County, by authority of law.

NOTARY PUBLIC
Residing in _____ County

ATTEST: BRYAN E. THOMPSON
Utah County Clerk/Auditor

Reviewed as to form and compatibility with
the laws of the State of Utah

By: _____

Deputy Clerk/Auditor

COUNTY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF SPRINGVILLE CITY TO ENTER INTO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN SEVERAL CITIES AND UTAH COUNTY RELATING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2017 THROUGH 2019.

WHEREAS, the Community Development Block Grant (“CDBG”) permits and provides for the participation of the United States government in a wide range of local housing and community development activities; and

WHEREAS, Springville City is considered a small city under the CDBG Program and is not entitled to CDBG funds; and

WHEREAS, Springville City desires to enter into an interlocal agreement with Utah County whereby the County will become an urban county eligible to receive entitlement grants from HUD for the conduct of CDBG program activities in Utah County, including Springville City.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF SPRINGVILLE CITY:

SECTION 1. Agreement Approval. The Interlocal Agreement, substantially in the form attached as Exhibit A, is approved and may be executed for and on behalf of the City by the Mayor and City Recorder.

SECTION 2. Filing with City Recorder. Upon full execution of the Interlocal Agreement, the Interlocal Agreement will be filed with the City Recorder, who is the keeper of records of the City.

SECTION 4. Effective Date. This resolution shall become effective immediately upon passage.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF SPRINGVILLE, UTAH, ON THIS 3rd DAY OF MAY, 2016.

Wilford W. Clyde, Mayor

Attest:

Kim Rayburn, City Recorder

EXHIBIT A